

This partner agreement has been signed via
OTP : 80414
By : CAPITAL BOX TECHNOLOGIES
on : 13-04-2024 16:03:00
Accepted via IP : 2402:a00:172:e96d:c421:bdf7:48ce:c0

LEAD GENERATION AGREEMENT FAIRCENTPRO

THIS LEAD GENERATION AGREEMENT FAIRCENTPRO ("Agreement") is made and entered into on this **13 April 2024 ("Effective Date")**

Between

FTIPL PAYMENTS AND MARKETING TECH PRIVATE LIMITED, a company incorporated in India under Companies Act, 2013 and having its Business office at 5C & 5D, 5th floor, Lemon Tree, Sector 60, Gurgaon - Haryana (122011) (hereinafter referred to as "**Company**" or "**FaircentPro**", which expression shall include its successors and assigns), of the First Part;

And

CAPITAL BOX TECHNOLOGIES and Address 585/2, MAHADEV NAGAR, DIDOLI MAIN ROAD, SHANTI NIKETAN , SURAT, GUJARAT-394210 an individual signing this agreement for self/ a proprietary firm signing this agreement through its proprietor/ a partnership firm signing this Agreement through its principal or managing partner/ a Hindu Undivided Family signing this agreement through its Karta/ a company incorporated under the Companies Act, 1956 or 2013 (as the case maybe) signing this Agreement through its authorized signatory) having its office at the address stated above (hereinafter referred to as "**the Service Provider/Referrer**" which expression shall include, to the context permits, its successors in business and permitted assigns) of the Other Part.

Company and the **Service Provider/Referrer** are hereinafter referred together as "**the Parties**" and each individually "**a Party**".

WHEREAS

- A. The Company is a credit insights and technology company, equipped with expertise, infrastructure, and a technology platform, engages in direct marketing services and data aggregation to generate leads of potential borrowers. Leveraging its platform, through its website/internet platform located at URL <https://www.faircentpro.com>, company connects financial institutions with borrowers seeking unsecured personal loans. This agreement aims to facilitate the arrangement of loans from NBFCs/Banks to potential borrowers sourced through Faircentpro's lead generation efforts, aligning with its broader objective of providing information technology enabled services (ITES). These ITES encompass a wide range of activities, including electronic customer relationship management (ECRM), customer acquisition and retention services, business process outsourcing, electronic publishing, data warehousing, and electronic commerce activities. Additionally, the Company may engage in the development of instructional software, the operation of web portals to facilitate transactions and interactions related to various products and services.
- B. The Service Provider/Referrer is inter-alia engaged in the business of rendering of direct marketing services and has represented to the Company that it has the

necessary expertise, staff, infrastructure, business premises and facilities for performing the said services, which is to generate leads to track potential Borrowers.

- C. The Company and the Service Provider/Referrer are desirous of entering into this Agreement ("**Referral Agreement**") to promote Company's business and the Parties by this Agreement intend to supersede and nullify any earlier Referral Agreement if any in accordance with the terms and conditions stipulated hereinafter.

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

1. DEFINITIONS:

In this Agreement, the following expressions shall have the meaning hereinafter assigned to them:

"Agreement" means this Referral Agreement and any amendments thereto made in accordance with the provisions of this Agreement.

"Lending Partner" refers to a non-banking financial company or bank with whom the Company has collaborated to provide Financing Facilities to prospective Borrowers. These partners sanction, process, and grant the Finance Facility to the Borrower through the Platform.

"Borrower" means any person who wishes to avail finance facilities from the Lending Partner and in respect of whom the Service Provider has obtained Leads;

"Leads" mean information about potential borrowers referred by the Service Provider/Referrer to the Company, who are interested in being listed as Borrowers on the Website of the Company.

"Confidential Information" of Company shall mean and include any non-public information whether or not designated as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" for purposes of confidentiality includes, but is not limited to, the following types of information with respect to the business and operations of Company, its database and other information of a similar nature (whether or not reduced to writing): marketing techniques and materials, marketing and development plans, information pertaining to the Borrowers, information about the employees (including, addresses, phone numbers, e-mail addresses, and all other information relating to the employees), price list, brokerage/commission structure, pricing policies and financial information, discoveries, ideas, concepts, software in various stages of development, drawings, specifications, techniques, models, data, mark-up languages (HTML, XML), documentation, diagrams, flowcharts, research, development, formulas, computer programs, processes (both business and technical), technical specifications, data, ideas, inventions, algorithms, source code, object code, know-how, software listings, schematics and all verbal and written discussions between Company and the Service Provider/Referrer. Confidential Information also includes any information described above which Company treats as proprietary whether or not owned or developed by Company. The Confidential Information further includes, without limitation, information relating to Company's released or unreleased services or products, the marketing or promotion of any of Company's business policies or practices, and information received from others that the Company is obligated to treat as confidential. Confidential Information disclosed to the Service Provider/Referrer by any employee of Company shall also be considered as Confidential Information. Further, all of Company's financial projections, data and other related information and documents (including any verbal indication) as well as results and conclusion arising from the scrutiny

process of any Leads submitted by the Service Provider and examination of such data and information which is acquired by the Company, documents as well as standardized product/instrument concerning the work assigned to the Service Provider shall also constitute Confidential Information. And in each case whether such information was disclosed before or after the date of this Agreement, either in writing, in disk or electronic form or orally or visually and whether directly or indirectly by the Company or its advisers.

"Documentation" shall mean any and all documents submitted by the Service Provider to the Company with respect to any Borrower.

"Laws or Law" shall mean and include laws, treaties, ordinances, judgments, decrees, injunctions, writs, orders and stipulations of any court, arbitrator or governmental agency or authority and statutes, rules, regulations, orders and interpretations thereof of any national, state, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the Parties.

"Premises" shall mean the premises being held by the Service Provider/Referrer in the Territories

"Services" shall mean generating Leads and referring potential Borrowers to the Company and includes the services more particularly specified in **Annexure II** hereof as amended from time to time and shall include any processes/procedures thereof.

"Territories" shall mean the territories at **(Location) / (Full Address)** notified by the Company to the Service Provider

"Sourcing Fees" shall mean, the fees payable by the Company to the Service Provider/Referrer in respect of the Loans Disbursed to eligible Borrowers that have been listed on the Website pursuant to Leads generated by the Service Provider. The fees will be as specified in **Annexure I** annexed hereto.

"Loan Disbursed" shall mean the actual sum borrowed by a Borrower.

2. INTERPRETATION:

In this Agreement, unless the context otherwise requires:

1. 'Headings' are for convenience only and do not govern or affect the construction or interpretation of this Agreement;
2. Any 'Explanation' is to be treated as an integral part of this Agreement;
3. Reference to any statute or statutory provision shall include a reference to that statute or statutory provision for the time being in force and also to amendment, extension, modification, re-enactment or repeal thereof;
4. All references in this Agreement to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment in force in India at the time of entering into this Agreement;
5. All references in the Agreement to Clauses, Sub-Clauses and Annexure shall be construed as references respectively to the Clauses, Sub-Clauses and Annexure;
6. The Recitals constituted herein shall form an integral operative part of this Agreement;

7. Words importing singular shall include the plural and vice versa, and words importing the male sex shall include for its purposes the female sex and vice versa.

3. TERM:

This Agreement shall commence from the Effective Date and shall continue till the term of "LEAD GENERATION AGREEMENT" entered with Company.

4. APPOINTMENT:

4.1 Subject to the terms and conditions contained in this Agreement, Company hereby appoints the Service Provider/Referrer, on non-exclusive basis and in its capacity as an independent Service Provider/Referrer, for providing the Service to the Company and for performing the functions, services, operations mentioned herein and the Service Provider/Referrer accepts the said appointment and agrees that during the term of this Agreement, it shall render to Company the Services on a non-exclusive basis in terms of this Agreement and in accordance with this Agreement.

4.2 Notwithstanding anything contained herein nothing shall restrict the right of Company to appoint any other Service Provider/Referrer in relation to the same or similar Services and on the same or similar or on any other terms and conditions as the Company may deem fit and proper, which terms and conditions may be at variance with the terms and conditions contained herein.

5. RESPONSIBILITIES OF SERVICE PROVIDER/REFERRER

5.1 The Service provider/Referrer agrees and undertakes to generate and provide Leads to the Company and provide the following Services to Company:

- a. Visit Borrowers in the Territory to procure information about the Borrowers, or direct any of the Borrowers to the Website of the Company to register directly on the Company's Website.
- b. Assist the Company in making proposals to generate Leads.
- c. Service Provider/Referrer shall provide such financial and business information concerning the Borrower as requested by Company in this regard.
- d. Upon any Borrower positively meeting the credit worthiness prescribed by the Company, to compile and ensure completion of all Documentation required by the Company to list such Borrower on the Website.
- e. Deliver all the completed Documentation to the Company for listing of such Borrower on the Website.
- f. All such other services and functions as intimated to the Service Provider/Referrer by Company from time to time.
- g. If there is an event of any change in the constitution; or management of the Service Provider/Referrer whether or not involving a change in the ownership structure, unless the SERVICE PROVIDER/REFERRER informs Company and obtains the prior written consent from Company of such change;
- h. The Service Provider/Referrer shall prepare and submit a continuity business plan acceptable to the Company, in the event the Service provider/Referrer is unable to provide the Services or for any reason it has to suspend the provision of the Services. The Company will ensure that it assists the Service Provider/Referrer in the event that the Service Provider/Referrer is compelled for any reason to activate the continuity business plan.

- i. The Service Provider/Referrer undertakes to and shall also cause its Representatives to always abide by the Faircentpro Code of Conduct attached as Annexure III to this Agreement. The Code of Conduct is subject to change at the sole discretion of the Company and the Service Provider/Referrer undertakes to abide by the updated Code of Conduct as may be notified by the Company to the Service Provider/Referrer.

6. OPERATING PROCEDURES AND COVENANTS:

6.1 The Service Provider/Referrer agrees and understands that the Service Provider/Referrer shall not have any power or authority to bind the Company in any way hereunder, including but not limited to, (i) inducing or committing Company, directly or indirectly, to list the Borrower on the Website; (ii) to take any action contrary to those actions expressly authorized hereunder.

6.2 The Service Provider/Referrer shall have no power to make representations, promises, agreements or commitments for or on behalf of Company, and Service Provider/Referrer agrees it shall take any and all actions necessary to advise each Borrower accordingly. Nothing contained herein shall be deemed to authorize Service Provider/Referrer to enter into any arrangement or provide any warranty or any guarantee to any Borrower or any other third party for and on behalf of Company, about any Loan disbursements.

6.3 The Service Provider/Referrer hereby acknowledges that the Company may in its sole discretion refuse or reject the application of any Borrower without assigning any reason in respect thereof and shall not be liable in this regard, in any manner whatsoever.

6.4 For each Lead, Service Provider/Referrer will warrant and represent that; (i) all names, addresses, dates set out in the Documentation are true and correct and the signatures therein have been duly affixed in the presence of Service Provider/Referrer, if any and, (ii) Documentation has not been amended, changed, settled or compromised, in any manner whatsoever without the prior written consent of Company.

6.5 The Service Provider/Referrer shall maintain highest degree of probity, discretion and business competence in its dealings and shall use its best endeavors to source Leads for the Company and shall act only in accordance with the operating procedures and other instructions of Company as intimated to the Service Provider/Referrer from time to time.

6.6 The Service Provider/Referrer covenants that it will not enter into any agreement or collude with the Borrower in any manner or submit false or fraudulent documents in order to get any Lead approved by Company and shall procure applications from Borrowers only for listing on the Website of Company and shall not discriminate in any manner against any Borrowers in respect to the terms and conditions of any Leads.

6.7 The Service Provider/Referrer agrees and undertakes not to charge any fee or other remuneration from any Borrower in order to get the Leads approved from Company.

6.8 The Service Provider/Referrer shall submit such reports regarding Leads and Borrowers as may be specified by the Company from time to time.

6.9 The Service Provider/Referrer shall not have any authority to enter into any agreement(s) on behalf of the Company, draw, accept, or endorse any bill of the Company or to use the name of the Company except to the extent authorized by the Company in writing.

6.10 The Service Provider/Referrer shall not use any of the Company's trade name, trade mark, symbol, logo or the words "**Company**" either individually or in conjunction or any other name(s) used by the Company, on any stationery, letterhead, nameboard or otherwise, except to the extent and in the form and manner approved by the Company in writing.

6.11 The Service Provider/Referrer agrees and undertakes that in performance of its obligations under this Agreement it will not directly or indirectly pay, offer or authorize payment for anything of value (either in the form of compensation, gift contribution or even otherwise) to any person (in particular, government officials/employees), organization, or political party, contrary to any law in force in India. The Service Provider/Referrer will use good judgment to avoid even the appearance of any improper payment and will further ensure that business entertainment is of a perfectly lawful, legitimate and decent nature, and permissible by the procedure and business principle of integrity.

6.12 The Service Provident /Referrer undertakes that it shall not adopt any unfair, monopolistic or restrictive trade practices or unfair Labour practices and it shall not collude/communicate with any other service provider, providing the same or similar services to the Company to fix prices for the Leads or Services or for any purpose whatsoever.

6.13 The Service Provider/Referrer shall avoid any conflict of interest with the Company and also undertakes that each and every person who is an employee, agent, consultant, or representative of Service Provider/Referrer, will avoid any conflict of interest with the Company, and if any person, including any of those mentioned above, is in any way, connected with the performance of obligation under this Agreement, then such person will also take care to ensure avoidance of conflict of interest with the Company.

6.14 The Service Provider/Referrer shall allow the Company or its representatives reasonable opportunity to inspect its premises during business hours for verification of all records, employee related or otherwise which are maintained by the Service Provider/Referrer in connection with the Services rendered by it. This inspection shall not be construed as the statutory/internal audit of the Service Provider/Referrer as may be required under any law.

6.15 The Service Provider/Referrer agrees, accepts and acknowledges that the Company is and shall be the sole and exclusive owner of all Leads and is and shall be solely entitled to all the information and Documentation concerning the Borrowers and that the Service Provider/Referrer has no right, title or interest in the Borrowers Leads.

6.16 The Service Provider/Referrer shall follow at all stages, proper accounting, reporting and control procedure, including keeping all financial and non-financial records accurate, up to date and complete.

7. FEES, EXPENSES AND REMUNERATION:

7.1 In consideration of the services being rendered by the Service Provider/Referrer under this Agreement, Company agrees to pay the Service Provider/Referrer the remuneration, which is more particularly specified in **Annexure I**, herein.

7.2 The Company shall publish a digital pay-out details of the Service Provider/Referrer on the dashboard of the Service Provider located on the Website, by the 20th of each month for the loans disbursed in the month prior to previous month.

7.3 The Service Provider will raise a monthly invoice within 3 days of reviewing the pay-out details published by the Company i.e. on or before 23rd of each month. Invoices which are submitted after the said date will be processed in the payment cycle of the following month.

7.4 After the Service Provider submits their invoice in accordance with 7.3 above, the Company shall verify the invoice and process the payment of such invoice post 25th of each month.

7.5 If the Service Provider has not made the payment of GST or if the GST payment is not reflected on the Company's GST portal then all the payment to be made to the Service Provider shall be withheld by the Company till the time the Service Provider makes payment

of the GST or till the time the Service Provider resolves the GST issue to the satisfaction of the Company.

7.6 The payment of fees shall only be processed if the Agreement with the Service Provider is valid and subsisting. All payments shall be made to the Service Provider/Referrer after making statutory deductions, if any. The Service Provider shall be responsible to ensure that the Leads referred by the Service Provider under this Agreement are mapped to the code provided to the Service Provider by the Company.

7.7 If the Service Provider breaches any provisions of the Agreement or this Addendum or if the Service Provider engages in any mis-selling or provides any incorrect information to the Borrower then the payments to be made to the Service Provider shall be withheld till the time the Service Provider cures the breach.

7.8 The Company shall also have right to deduct and recover from the Service Provider/Referrer, the additional/excess sourcing fees paid to the Service Provider/Referrer from the sourcing fees payable in the next month, provided the same is intimated in writing to the Service Provider/Referrer.

7.9 The Service Provider acknowledges and agrees that if any Lead referred by the Service Provider to the Company has not been disbursed any loans for a period of 90 days, then the Service Provider shall not be entitled to receive any fees even though the Lead may have disbursed after the 90 days period.

8. TDS CERTIFICATE CLAUSE:

8.1 The SERVICE PROVIDER/REFERRER shall furnish its/their Income Tax Permanent Account Number (**PAN Number**) to the Company along with the first bill raised by SERVICE PROVIDER/REFERRER to the Company. In the event of non-receipt of the Permanent Account Number along with the first bill, TDS will be deducted at 20% or rates in force whichever is higher.

8.2 The Company will issue a consolidated TDS Certificate to the SERVICE PROVIDER/REFERRER reflecting the total amount of TDS (with break up figures) deducted from time to time while making payments to the SERVICE PROVIDER/REFERRER during the relevant financial year. This consolidated TDS Certificate will be issued within 15 days from date of filing of TDS return for the respective quarter. However, Company will ensure timely deposit of TDS (deducted from the payments made to the SERVICE PROVIDER/REFERRER) as per the requirements under the relevant and applicable provisions of the Income Tax Act.

9. TERMINATION:

9.1 Either Party to this Agreement shall have a right to terminate this Agreement for convenience, with or without assigning any reasons, on giving not less than 30 (Thirty) days' prior written notice of intention to do so, to the other Party.

9.2 Notwithstanding anything herein contained, the Company may by giving 15 (Fifteen) days' notice in writing to the SERVICE PROVIDER/REFERRER terminate this Agreement in the event of any default by the SERVICE PROVIDER/REFERRER, if the default is curable and is not cured by the SERVICE PROVIDER/REFERRER within the period stipulated by Company.

9.3 Notwithstanding anything herein contained, the Company may by giving 15 (Fifteen) days' notice in writing to the SERVICE PROVIDER/REFERRER, forthwith terminate this Agreement under any one or more of the following conditions, without penalty:

9.3.1 If, in the reasonable opinion of Company, performance of any of the Services

under this Agreement by the SERVICE PROVIDER/REFERRER or its employees, is not acceptable as being in contravention of any laws as may be applicable from time to time or industry practice or under any circumstances which, would amount to objectionable service.

9.3.2 If Company is informed or information comes to the Company's attention that the SERVICE PROVIDER/REFERRER is or may be in the violation of any law/s, ordinance/s, regulation/s, code/s or court or quasi-judicial order/s 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/REFERRER.

9.3.3 If the SERVICE PROVIDER/REFERRER and/or any individual assigned by it for the performance of the Services under this Agreement 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.

9.3.4 If in the opinion of Company, the interests of Company are jeopardized in any manner whatsoever.

9.3.5 If the SERVICE PROVIDER/REFERRER discontinues its business.

9.3.6 If there is an event of any change in the constitution; or management of the SERVICE PROVIDER/REFERRER whether or not involving a change in the ownership structure, unless the SERVICE PROVIDER/REFERRER informs Company and obtains the prior written consent from Company of such change;

9.3.7 If a petition for insolvency is filed against the SERVICE PROVIDER/REFERRER and such petition is not dismissed within 90 (Ninety) days after filing and/or if the SERVICE PROVIDER/REFERRER 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/REFERRER's properties.

9.4 Notwithstanding what is stated hereinabove, this Agreement shall, unless earlier terminated, continue to be operative in full force and effect, even after the expiry of the initial period of 1 (One) year, on a month to month basis until renewed or terminated by written notice. During such continuation of the Agreement the terms and conditions herein recorded shall be valid, subsisting and remain binding on both Parties.

9.5 Upon the termination or sooner determination of this Agreement for any reason, the SERVICE PROVIDER/REFERRER shall promptly return or destroy all Confidential Information in its possession or control, and shall destroy or, if applicable, erase any remaining copies of all such Confidential Information, including any electronically stored copies. An authorized person of the SERVICE PROVIDER/REFERRER shall certify in writing to such return and/or destruction and that no Confidential Information has been retained.

9.6 In the event that this Agreement is terminated for any reasons, the SERVICE PROVIDER/REFERRER shall forthwith hand-over to Company all documents, material and any other property belonging to Company that may be in the possession of the SERVICE PROVIDER/REFERRER or any of its employees, agents or individuals assigned by the SERVICE PROVIDER/REFERRER to perform the Services under this Agreement.

9.7 It is hereby agreed and understood between the Parties that the provisions of this Clause shall not limit, restrict or preclude the Company from pursuing such further and other legal actions, against the SERVICE PROVIDER/REFERRER for any breach or non-compliance of the terms of this Agreement.

9.8 Company shall not be liable for any damages, claims of loss of profit, loss of investment or any such claims of a similar nature, in the case of termination of the Agreement by any mode or for whatever reasons.

10. CONSEQUENCES OF TERMINATION:

Without prejudice to the above, in the event of the expiry or prior termination of the Agreement as aforesaid, the SERVICE PROVIDER/REFERRER shall unless otherwise agreed upon, do the following forthwith;

- (a) Ensure that all employees or other persons engaged by it and who are deputed to perform the Services in the Premises, return all identity/visiting cards available in their possession;
- (b) cease to use the name, trademark, symbol or logo of the Company on any stationery, letterhead, document, nameplate, furniture, representation or in any other manner;
- (c) return to the Company all stocks of stationery, promotional material of any kind, sales literature, brochures and all other items of similar nature; and
- (d) cease to represent Company or source Leads for Company, in any manner whatsoever.
- (e) return or destroy all Confidential Information in its possession or control, and shall destroy or, if applicable, erase any remaining copies of all such Confidential Information, including any electronically stored copies. An authorized person of the Service Provider shall certify in writing to such return and/or destruction and that no copies of the Confidential Information have been retained.
- (f) hand-over to Company all documents, material and any other property belonging to Company that may be in the possession of the SERVICE PROVIDER/REFERRER or any of its employees, agents or individuals assigned by the SERVICE PROVIDER/REFERRER to perform the Services under this Agreement.
- (g) The Service Provider/Referrer shall preserve all the documents necessary, relating to the Services, beyond any expiry or termination of this Agreement in accordance with applicable law.

11. CONFIDENTIALITY:

- (a) The SERVICE PROVIDER/REFERRER acknowledges and agrees that it is aware of the sensitivity and secrecy obligations of Company in keeping the Borrower information and transaction records and ensures that neither the SERVICE PROVIDER/REFERRER nor any of its personnel will do any act violating the same.
- (b) It is hereby agreed by and between the Parties hereto that all Confidential Information shall be kept confidential and shall not be disclosed, except with the written permission of the Company, to third parties or otherwise use, except in connection with this Agreement and the performance of its duties and obligations thereunder, except for disclosures required by any law or required to be made to Governmental agencies. All such data compiled by the SERVICE PROVIDER/REFERRER shall be the exclusive property of Company and the SERVICE PROVIDER/REFERRER shall not have any rights over the data whatsoever.
- (c) In the event of a breach or threatened breach by the SERVICE PROVIDER/REFERRER for the aforesaid clause, monetary damages may not be an adequate remedy; therefore, Company shall be entitled to injunctive relief in addition to monetary damages to restrain the SERVICE PROVIDER/REFERRER from any such breach, threatened or actual.
- (d) The SERVICE PROVIDER/REFERRER agrees to: (i) take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or

alteration; (ii) Not to misuse or permit misuse directly or indirectly, commercially exploit the Confidential Information for economic or other benefit; (iii) Not to make or retain any copies or record of any Confidential Information submitted by Company other than as may be required for the performance of the SERVICE PROVIDER/REFERRER's obligation under this Agreement; (iv) Notify Company promptly of any unauthorized or improper use or disclosure of the Confidential Information; (v) Notify Company promptly of any court order to disclose information recorded on documents or disclose any confidential information, it shall notify Company in writing, in sufficient detail, immediately upon receipt of such court order, subpoena or other legal or regulatory direction/ request or similar process, in order to permit Company to make an application for an appropriate protective order. Such notice shall be accompanied by a copy of the Court order, subpoena or other legal or regulatory direction/request or similar process. The SERVICE PROVIDER/REFERRER shall give an opportunity to Company to move the appropriate court in appeal to obtain a stay order if Company so desires; (vi) Return all the Confidential Information that is in the custody of the SERVICE PROVIDER/REFERRER upon termination/expiry of this Agreement along with all copies and replicas and facsimiles thereof; (vii) Ensure that the Do Not Call Registry numbers are not passed on to any unauthorized person/s or misused in any manner.

- (e) The SERVICE PROVIDER/REFERRER hereby unconditionally agrees and undertakes that it shall not and that its personnel shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Company under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing the SERVICE PROVIDER/REFERRER's obligations under this Agreement, provided that prior to any such disclosure, Company's written consent shall be obtained.
- (f) It shall be incumbent upon the SERVICE PROVIDER/REFERRER to undertake not to disclose any business related information of Company to any third person and the SERVICE PROVIDER/REFERRER shall keep all knowledge of the business activities and affairs of Company strictly confidential and also to ensure that neither the SERVICE PROVIDER/REFERRER nor any of its personnel directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Company.
- (g) Access to Borrower information by staff of the SERVICE PROVIDER/REFERRER shall be limited to those areas where the information is required in order to perform the services.
- (h) The Service Provider shall isolate and clearly identify the information, documents, records pertaining to the Leads, and shall ensure that there is no co-mingling of such records with any other records of the Service Provider. The Service Provider shall ensure that all data, information and records are stored only in servers that are located in India.
- (i) The provisions of this Section shall survive the termination of this Agreement.

12. INTELLECTUAL PROPERTY RIGHT:

Each Party acknowledges that nothing contained in this Agreement transfers to the other Party any right, title or proprietary interest (including without limitation any intellectual property rights), in any part which are the subject matter hereof, or any proprietary information (including without limitation any trademarks, service marks, trade names, or

logos ("**Marks**"), trade secrets, knowhow, inventions, patents (including any applications, extensions, continuations, renewals and re-issues thereof), copyrights, designs and industrial designs).

Parties agree that they shall use the proprietary marks of each other in relation to this Agreement. SERVICE PROVIDER/REFERRER shall furnish to the Company all such materials and advertisements prior to circulating or publishing and obtain prior written consent of the Company which consent shall not be unreasonably withheld.

The Parties acknowledge and accept that any use of the intellectual property rights of Company and/or SERVICE PROVIDER/REFERRER on the materials, advertisements etc. relating to the Services and other matters incidental thereto or related therewith shall not constitute an infringement of the intellectual property rights of Company and/or SERVICE PROVIDER/REFERRER under applicable laws.

The Parties further agree that neither Party shall acquire any right whatsoever through use in commerce in the intellectual property rights of the other Party on account of permitted use in terms of the above and all such rights pertaining to use and title of all intellectual property rights shall exclusively vest with such Party.

The Parties covenant that they shall forthwith upon learning of any unauthorized reproduction, use, or modifications of the intellectual property rights of the other Party inform such Party of the same and will assist the said Party in taking all actions deemed necessary against such acts.

The Parties covenant that the said usage of the Marks shall be during the tenure of the present arrangement and shall cease upon termination of the same. It is clearly understood between the Parties that there shall be no consideration for the use of the trademark/tradename of the SERVICE PROVIDER/REFERRER and/or Company and the usage of the SERVICE PROVIDER/REFERRER's and/or Company's Marks does not give any right in the information on the application form to the SERVICE PROVIDER/REFERRER. Upon termination or dis-continuation of this arrangement on any grounds whatsoever, SERVICE PROVIDER/REFERRER and/or Company shall forthwith: cease to use the name, trademark, symbol or logo of the Company and/or the SERVICE PROVIDER/REFERRER on any stationery, letterhead, document, nameplate, furniture, marketing material, product brochures, representation or in any other manner;

13. AUDIT AND INSPECTION RIGHTS

13.1 Company shall be entitled to direct its internal auditors or any other reputable, independent certified public auditing firm to inspect and audit all the information, books and records of only those extracts which relate to the Service provided by the Service Provider under this Agreement in order to determine the compliance of Service Provider with the company policies and applicable law, rule and regulations.

13.2 Service Provider understands and agrees that upon receipt of a notice from RBI, the Company and its lending partners shall allow RBI or persons authorized by RBI to access its [records and](#) other documents maintained by the Company and which have been provided to the Service Provider in order to provide the Services under this Agreement.

13.3 Service Provider undertakes that it shall allow all the persons authorized by RBI to inspect and audit all the information, books and records upon receipt of a notice from the Company and its lending partners or RBI.

13.4 Service Provider shall on quarterly basis or as required by the Company, provide a compliance report to the Company, indicating its compliance with all the applicable laws, rules and regulations in connection with the Services.

14. FORCE MAJEURE:

Notwithstanding anything to the contrary in this Agreement, a Party hereto shall not be liable to the other Party for any loss, injury, delay, damages or other injury suffered or incurred by such other Party due to strikes, lock-outs, riots, storms, fire, explosions, acts of God, war whether declared or not, Government or police action or any other cause which is beyond the reasonable control of such Party nor shall any failure or delay by either Party hereto in the performance of any of its obligations under this Agreement due to one or more of such causes be construed as a breach of this Agreement or any provision of this Agreement, as the case may be, for the purpose of it being considered a default under the termination clause or for any other purpose.

15. NON- WAIVER:

No admission or delay on the part of any Party hereto in requiring the due and punctual fulfillment by any other Party or Parties hereto of the obligations of such other Party hereunder shall be deemed to constitute a waiver by omitting or delaying Party of any of its rights to require such due and punctual fulfillment.

16. REPRESENTATIONS AND WARRANTIES:

- a. The SERVICE PROVIDER/REFERRER hereby represents that it has the authority, skill, experience and resources to render services hereunder and shall so render the services in an ethical and bona fide manner and in compliance with all laws and regulations.
- b. The SERVICE PROVIDER/REFERRER shall comply with all applicable laws in relation to the "National Do Not Call Registry" (the "**DNC Registry**").
- c. The SERVICE PROVIDER/REFERRER is duly organized, validly existing, and in good standing under the laws of India and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- d. The SERVICE PROVIDER/REFERRER has obtained all necessary licenses, permissions, registrations (as applicable) including but not limited to Shops and Establishment Act, for all its office locations and Service Tax registration. In addition, the SERVICE PROVIDER/REFERRER shall make necessary nominations under the Payment of Gratuity Act, 1972, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employee State Insurance Act, 1948, etc. for all his employees with the necessary authorities.
- e. The SERVICE PROVIDER/REFERRER shall take and has appropriate mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data pertaining to Company, the Borrowers, any other third party in relation to this Agreement or the services and shall take appropriate precautions not to breach the privacy of Company, the Borrowers, or any third party during the course of performance of its obligations herein.

17. INDEMNIFICATION:

17.1 The SERVICE PROVIDER/REFERRER shall at its own expense, indemnify, defend and hold harmless Company and its officers, directors, personnel, representatives, consultants, nominees, designees from and against any and all liability suffered or incurred (including but

not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) or any other loss that may occur, arising from or relating to: (i) Non-performance, inadequate performance, provision of deficient services, breach, misconduct or negligence by the SERVICE PROVIDER/REFERRER, its personnel of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement, including but not limited to the obligations of the SERVICE PROVIDER/REFERRER pertaining to data protection, confidentiality and intellectual property rights of Company , or any guidelines issued by Company to the SERVICE PROVIDER/REFERRER from time to time; (ii) Acts, omissions, errors, representations, misrepresentations, misconduct, negligence of the SERVICE PROVIDER/REFERRER and/or its personnel in performance of its obligations under this Agreement; (iii) Loss, misappropriations, misuse or damage to the documents or instruments/things that are in the possession of the SERVICE PROVIDER/REFERRER or its personnel or any other persons engaged by the SERVICE PROVIDER/REFERRER or within the control of the SERVICE PROVIDER/REFERRER; (iv) Any loss, damages to the Borrowers through any acts or omissions of the SERVICE PROVIDER/REFERRER and/or its personnel; (v) Contravention of any law, as may be applicable from time to time, or industry practice, or violation of any policies of Company .

17.2 In the event of any claims being made on Company, the SERVICE PROVIDER/REFERRER undertakes to pay on first demand made by Company of any amount on this account without any demur, reservation, contest, protest whatsoever within 2 (Two) working days of the demand being made. Company shall also be entitled to settle any or all Claims made on it and recover the amount so paid from the SERVICE PROVIDER/REFERRER.

17.3 The SERVICE PROVIDER/REFERRER hereby authorizes Company to make deductions to any sum, being the cost, expenses, loss or damage suffered by it on account of any default or breach committed by the SERVICE PROVIDER/REFERRER or its employees, agents, representatives, as mentioned hereinabove or hereinafter. The decision of Company as to the amount of cost, expenses, loss or damage suffered shall be final and binding on the SERVICE PROVIDER/REFERRER and the SERVICE PROVIDER/REFERRER shall not protest, contest the same on any ground whatsoever.

17.4 The SERVICE PROVIDER/REFERRER shall not set up defense or claim in any suit, plaint, petition, complaint, written statement, application to the effect that the employees of the SERVICE PROVIDER/REFERRER are the employees of Company and in the event any defense is set up the same shall be a fraud upon the court or authority where such defense or claim is set up.

18. CONSTRUCTION:

18.1 This Agreement sets forth the entire Agreement and understanding among the Parties with respect to the subject matter hereof and merges all discussions and negotiations among them, and none of the Parties shall be bound by any conditions, understandings or representations with respect to such subject matter other than those expressly provided therein or duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized officer of the Party to be bound thereby.

18.2 The Articles, Sections, paragraphs and other headings contained in this Agreement are for general reference and guidance and shall not be conclusive as to the meaning or interpretation of this Agreement.

19. COUNTERPARTS:

This Agreement shall be executed simultaneously in 2 (Two) or more counterparts each of

which shall be deemed to be an original but all of which together shall constitute 1 (One) instrument.

20. AMENDMENTS:

This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

This Agreement supersedes and nullifies all previous arrangements/discussions between the Parties in relation to the Services or otherwise.

21. ASSIGNMENT

Company may at any time, at its sole discretion assign, cause to assign, and/or transfer any of its rights, benefits, obligations or duties accruing under this Agreement to any of its affiliates, subsidiaries, group Companies or holding Company and SERVICE PROVIDER/REFERRER hereby expressly agrees that in that event, Company is not required to obtain any prior permission from the SERVICE PROVIDER/REFERRER.

The SERVICE PROVIDER/REFERRER shall not assign, transfer or subcontract any of its rights and responsibilities contained in this Agreement to any sub-agent or subcontractor without prior written permission of Company, which Company may deny at its absolute discretion and if Company gives such prior written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and/or liabilities and The SERVICE PROVIDER/REFERRER shall be fully responsible for all acts and omissions of its sub-contractors or sub-agents.

22. ADDITIONAL DOCUMENTS:

Each Party hereto shall promptly execute and deliver such additional documents as are reasonably required by any other Party hereto for the purpose of implementing this Agreement. Provided that no such document shall be inconsistent with the provisions hereof.

23. INDEPENDENT PARTIES:

23.1 The Parties shall act in all matters pertaining to this Agreement as independent Parties. The Agreement is being entered into on a principal to principal basis and does not and shall not be deemed to make either Party an agent, partner or joint venture partner of the other or any analogous relationship. No contention to the contrary will be raised at any time by either Party. It is expressly agreed by the Parties that Company shall not be liable or responsible in any manner nor be liable to pay any monetary compensation in the event of the death of, or in the event of any injury sustained by any employee, agent, representative of the SERVICE PROVIDER/REFERRER during performance of their functions or rendering services under this Agreement.

23.2 The SERVICE PROVIDER/REFERRER shall ensure that all visiting cards of its employee mention the name/entity of the SERVICE PROVIDER/REFERRER clearly, as associate of the Company, and that all identity cards issued to its employees clearly display the name/entity of the SERVICE PROVIDER/REFERRER and the designation or work profile/nature of work of the relevant employee in the Company /Business entity of the SERVICE PROVIDER/REFERRER. The requirements of this clause shall, so far as engagement of non-employees by the SERVICE PROVIDER/REFERRER is concerned, be applicable in like manner as it would have applied in the context of employees.

23.3 All bills/invoices and other communications from the SERVICE PROVIDER/REFERRER to any party must necessarily carry/show the name/entity of the SERVICE PROVIDER/REFERRER only and not mention the name of Company.

23.4 It is agreed between the Parties that this Agreement is on a principal to principal basis and does not create any employer-employee or principal-agent relationship between the Company and Service Provider/Referrer.

24. REPRESENTATIONS ON AUTHORITY:

Each signatory to this Agreement represents and warrants that he is duly authorized by the Party for and on whose behalf, he is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals and procedures necessary for vesting such authority in him have been duly obtained and complied with.

25. PARTIAL INVALIDITY:

It is expressly agreed and declared that if, for any reason whatsoever after execution hereof, any Court of competent jurisdiction holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the legality, validity and enforceability of any other provisions of this Agreement.

26. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of India and the court of Gurugram, Haryana shall have the exclusive jurisdiction to entertain, try and dispose off any matter in connection with this Agreement.

27. ARBITRATION:

27.1 Any dispute, controversy or difference which may arise between the Parties out of or in relation to or in connection with this Agreement, shall first be resolved by amicable negotiations within 30 (Thirty) days of the commencement of discussions, failing which the matter shall be referred to the managing directors of the disputing Parties. If no resolution is reached by the Parties within 30 (Thirty) days of commencement of discussions, the dispute shall be submitted for exclusive resolution by arbitration under the Indian Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof, by a sole arbitrator who is mutually appointed by the Parties. The arbitration shall be held in Delhi only and the language to be used in the arbitration proceedings shall be English. The existence of any dispute shall not release the Parties of their respective obligations under this Agreement.

27.2 Each Party further agrees that it shall not commence or maintain any suit or legal proceeding concerning a dispute hereunder until such dispute has been finally settled in accordance with the arbitration procedure provided for herein and then only for enforcement of the arbitral award, if any.

27.3 Notwithstanding the aforesaid, each Party shall have the right to institute judicial proceedings against the other Party or any one acting through or under such Party in order to enforce the instituting Party's rights hereunder through amendment of contract, specific performance, injunction or similar equitable relief.

27.4 The courts of Delhi shall have exclusive jurisdiction to try and entertain any proceedings arising out of or in relation to this Agreement.

28. NOTICES:

All notices and other communications in respect of this Agreement shall be given in writing in English by registered airmail, postage prepaid, or by facsimile to the Party entitled thereto at its address set forth below, or such other address as it shall hereafter designate for this purpose:

A) in the case of a notice to **Company at:**

Address	Business office -5C & 5D, 5 th floor, Lemon Tree, Sector 60, Gurgaon - Haryana ,122011
Telephone	--
Email	support@faircentpro.com

or such other address as the Party to whom such writing is to be given shall have last notified to the Party giving the same in the manner provided in this Clause.

The notice will be deemed to have been served on the SERVICE PROVIDER/REFERRER on proof of having posted/delivered the notice to the addresses given herein. The notice will be considered to be received by Company on actual receipt of the said notice.

29. COMPLIANCE WITH LAWS:

29.1 At all times SERVICE PROVIDER/REFERRER shall keep itself fully informed of applicable laws, ordinances, regulations, rules and orders of the land, in performances of the Services including procurement and renewal of licenses, permits, and certificates and payment of taxes where required.

29.2 The SERVICE PROVIDER/REFERRER shall not hold Company liable for any non-compliance as set out in clause 26.2 above and the SERVICE PROVIDER/REFERRER shall, at its own expense, indemnify, defend and hold harmless Company and Affiliates of Company, their respective officers, directors, personnel, representatives, consultants, nominees, designees from and against any damages, losses, claims, costs and expenses pertaining to the non-compliance of the clause above.

29.3 The SERVICE PROVIDER/REFERRER shall at its own cost, obtain for itself and renew in accordance with requirement/law, licenses and permits required by the SERVICE PROVIDER/REFERRE to provide the Services and shall submit such returns, papers or documents to any government or local authority as may be required by Law. All taxes, fees, charges and other outgoings incurred or to be incurred under any Laws shall be at the complete cost and responsibility of the SERVICE PROVIDER/REFERRER. Any loss caused, penalty imposed or legal obligation created on account of the failure to adhere to any Laws in regard to submission of such returns as may be required, shall be borne by the SERVICE PROVIDER/REFERRER and the Company shall not be liable for any damages or payments in this regard.

29.4 The SERVICE PROVIDER/REFERRER shall ensure to register, obtain and renew in accordance with requirement/law, licenses (as applicable) and comply with the provisions and requirements of the relevant Labour Laws including but not limited to Minimum Wages Act, Provident Fund Act, Employees' State Insurance Act etc. and other applicable statutory enactment's including but not limited to the Bombay Shops and Establishment Act, 1948, for all its office locations (which office locations, as well as any other addresses of the SERVICE PROVIDER/REFERRER shall be maintained by the SERVICE PROVIDER/REFERRER independent of and in addition to the offices of the Company), and will provide Services in full compliance with all laws, ordinances, regulations, rules and order of the land. The SERVICE PROVIDER/REFERRER shall ensure that it has its own independent registrations and employer code numbers under the Provident Fund Act and the Employees State Insurance Act.

30. ANTI BRIBERY AND ANTI CORRUPTION:

Borrowing Partner understands that Faircentpro is committed to comply with Faircentpro's anti-bribery policy and all other applicable anti-bribery laws of India. Borrowing Partner, therefore, warrants and undertakes to Faircentpro that the Borrowing Partner:

Will not, directly or indirectly, offer gift, consideration or benefit of any kind, which constitutes illegal or corrupt practice, to any one as an inducement or reward for execution of this Agreement, or for the performance or non-performance of any of its terms and conditions, and it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement and the performance of its obligations thereunder, and shall not make any unauthorized representations, or misrepresentations to any borrowers or lending partners of Faircentpro.

This **ANNEXURE I** is annexed to and is made an integral part of this Agreement dated **13 April 2024** between **Company** and **the SERVICE PROVIDER/REFERRER**.

[CONSIDERATION FOR SERVICES RENDERED]

Company shall pay to **the SERVICE PROVIDER/REFERRER**. The following payout structure:
PAYOUT STRUCTURE

1. Upfront Pay-out on Disbursement

Monthly Disbursement Slabs	Pay-out Rate (% of disbursed amount for loans where 1st EMI has been collected)
Up to 0.5cr	1.50
>0.5cr to <=1.5cr	1.75
>1.5cr to <=2.5cr	2.00
>2.5cr to <=5cr	2.25
>5cr to <=10cr	2.50
Above 10cr	2.75

The payments will be made in accordance with the provisions contained in clause 7 above.

ANNEXURE - II

This **ANNEXURE II** is annexed to and is made an integral part of the Agreement dated **13 April 2024** between **FTIPL PAYMENTS AND MARKETING TECH PRIVATE LIMITED** (hereinafter referred to as **Company**) and **the SERVICE PROVIDER/REFERRER**).

SCOPE OF SERVICES

1. The SERVICE PROVIDER/REFERRER shall approach, discuss and procure Borrowers for and behalf of Company. All forms of interaction with prospectus whether by way of telephone calls, personal visits or any other form shall be based on the terms communicated to the SERVICE PROVIDER/REFERRER from time to time.
2. The SERVICE PROVIDER/REFERRER or any of its employees shall maintain the highest professional integrity and ethical code of conduct in their dealing
3. The SERVICE PROVIDER/REFERRER shall be provided on a regular basis a stock of relevant acceptance forms, relevant brochures, pamphlets etc. and all such information, data and material as may be deemed necessary by Company to enable the SERVICE PROVIDER/REFERRER to render its Services.
4. The SERVICE PROVIDER/REFERRER shall get the prescribed acceptance form duly and completely filled up and signed from the prospective Borrower. The SERVICE PROVIDER/REFERRER shall send the duly completed documents along with required supporting documentation directly to Company, Company reserve its right to fix minimum application procurement targets for the SERVICE PROVIDER/REFERRER and Company will inform the SERVICE PROVIDER/REFERRER from time to time about its targets.

5. The SERVICE PROVIDER/REFERRER shall perform verification with regard to the information provided by the prospective Borrower including the address.
6. The SERVICE PROVIDER/REFERRER shall not collect cash from any prospective Borrower.
7. The SERVICE PROVIDER/REFERRER shall hand-over or forward the acceptance form so collected from time to time and in the manner informed by the Company on the day of its receipt or latest by the following day.
8. The SERVICE PROVIDER/REFERRER shall procure and provide to Company any additional information as and when required.
9. It is clearly understood by the SERVICE PROVIDER/REFERRER, that Company may at its sole discretion, accept or reject the Leads by assigning reasons for rejection, whatsoever and without any liability/obligation towards the SERVICE PROVIDER/REFERRER and/or towards the prospective Borrower. If for any reason, a prospective Borrower is finally not converted into a Lead Borrower by Company, the application shall become null and void.
10. It is hereby clarified and agreed that the application form and the information contained therein shall not be returned by Company to the SERVICE PROVIDER/REFERRER and/or the prospective Borrower in any circumstances, and that the application shall become the property of the Company and the Company shall be entitled to use the said information in any manner. It shall be the responsibility of the SERVICE PROVIDER/REFERRER to inform the prospective Borrower of this fact in advance before receipt of the application.
11. Under no circumstances, the SERVICE PROVIDER/REFERRER or any of its employees shall make any false promise, commit fraud as determined by Company, or statement or offer or representation to the prospective Borrower including but not limited to fee waivers/referrals/gifts etc. The SERVICE PROVIDER/REFERRER shall be solely responsible for the same and would make good the loss suffered by Company on account of the aforesaid representations and statements etc. and further agree to indemnify Company in this regard.
12. In the event of any fraud perpetrated by the SERVICE PROVIDER/REFERRER or any of its employees including but not limited to sales executive the SERVICE PROVIDER/REFERRER shall be solely responsible and liable for all the cost, expenses and consequences thereof which Company may incur or sustain in this regard. The SERVICE PROVIDER/REFERRER agrees and undertakes to extend all its co-operation to Company in case, Company decides to initiate legal action or ask the SERVICE PROVIDER/REFERRER to initiate legal action.

Annexure III

CODE OF CONDUCT FOR OUTSOURCED FINANCIAL SERVICES [APPLICABLE TO DIRECT MARKETING AGENTS (DMA) / DIRECT SELLING AGENTS (DSA)] PREAMBLE

The code details the obligations that the service providers undertake while operating as Agents of the Company and performing their services and will guide their staff in dealing with customers. The code is expected to help the service providers in knowing their rights

obligations & and also measures they should take to protect their interest along with the interest of customers.

APPLICABILITY

This Code of Conduct is applicable to the outsourced Service Providers i.e. the Direct Marketing Agencies (DMA) and Direct Selling Agencies (DSA) or Lending Service Providers (LSP) including their employees, agents, sub-contractors, Digital Lending App (DLA) or any other representative ('Representatives') who shall be performing their requisite functions for the DSA/DMA as stated under the Service Provider Agreement entered between the DMA's/DSA's and **FTIPL PAYMENTS AND MARKETING TECH PRIVATE LIMITED** (hereinafter referred as "Faircentpro" or "the Company"). By accepting this code of conduct the Service Provider agrees to abide by this code prior to undertaking any direct marketing operation on behalf of Faircentpro. Any failure to comply with this code of conduct may result in discontinuation / termination of services with Faircentpro.

CODE OF CONDUCT

1. The Service Provider agrees to provide the services as per the terms and conditions set out in the agreement entered into with Faircentpro ("**Agreement**").
2. The terms and conditions as disclosed in the Agreement shall be binding on the Service Provider. In the event of any conflict or inconsistency between this code of conduct and any terms or conditions set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail, unless it is a mandatory regulatory compliance.
3. The Service Provider shall adhere to the Fair Practice Code of the Company.
4. The Service Provider shall protect the interest of the Company and ensure that the Company shall not suffer any reputational risk or any other losses due to any acts, deeds or actions or lack of the same, undertaken / supposed to be undertaken by the Service Provider.
5. The Service Provider shall not furnish any misleading/wrong information to any prospective customer on the policies and the terms and conditions of the product.
6. The Service Provider shall co-operate with the Company officials in case of any investigations or inquiry, if need be for any inspection / audit (whether internal or external) or routine enquiry/s.
7. The Service Providers have an obligation to conduct themselves in an honest and ethical manner and act in the best interest of the Company. The Service Provider shall ensure that the Service Provider, their employees and representatives shall avoid all situations that present a potential or actual conflict between their interest and the interest of the Company.

8. The Service Provider shall ensure that the Service Provider itself and its Representatives deal fairly with customers at all times and in accordance with ethical business practices.
9. The Service Provider shall ensure that its Tele-Marketing executives (TMEs) & its field sales personnel, namely, Direct Marketing Executives (DMEs) and/or Digital Lending Apps (DLA), agrees to abide by this code prior to undertaking any services on behalf of the Company. Any TME/DME/DLA found to be violating this code may be blacklisted by the Service Providers and the same to be reported to the Company immediately (within 24 hours of incident). Any failure to comply with this requirement may result in permanent termination of business of the Service Provider with Faircentpro and may even lead to permanent blacklisting by the industry.
10. The Service Provider shall not collect any amount in cash or in any form or any other fee from the customer for providing services to the Company any such incident must be reported to Company immediately (max within 24 hours of incident been identified). Any failure to comply with this requirement may result in permanent termination of business of the Service Provider with Faircentpro and may even lead to permanent blacklisting by the industry.
11. The Service Provider shall not share any internal communication received from the Company with the customer, whether in print, electronic or any other medium of communication. A separate mode of communication whether in print, electronic or any other medium is permitted provided it does not refer / relate or annexe in any manner the internal communication of the Company with the Service Provider.
12. Gifts or Bribes: The Service Provider 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 Faircentpro. Any acceptance of such gratuitous payment accepted by the employees / representatives of the Service Provider should be immediately reported to Faircentpro and in such cases Faircentpro may in its discretion undertake any action which it deems fit.
13. The Service Provider shall not engage in discussing the customer interest with any other persons other than those authorized by the customer and/or Faircentpro.
14. The Service Provider shall ensure that the prospective customer is contacted only when the call is not expected to be inconvenience to the customer, i.e. between business hours of the Company working days.
15. The Service Provider shall ensure that it has a valid registration certificate issued by the DoT for operating as a telemarketer as per the guidelines issued by TRAI and shall furnish to the Company a list of all the registered telephone numbers used by them for making telemarketing calls.

16. The Service Provider shall prominently display product information relating to its features, loan limits, costs etc on its website or DLA for borrower awareness and shall also have links to the Company website for further information relating to the loan product, privacy policies, important terms Key Fact Statement (KFS) etc.
17. Service Provider shall have a suitable nodal grievance redressal officer to deal with complaints/ issues raised regarding digital lending and the contact details of such officers shall be prominently displayed by the Service Provider on its website.
18. Service Provider shall ensure that they do not store personal information of borrowers except some basic minimal data (viz. name, address, contact details etc) that may be required to carry out their operations and also formulate and display on their website the guidelines and protocols regarding data storage and destruction as well as privacy policies.
19. Service Provider shall ensure that any collection of data by it shall be need based and with prior and explicit consent of the of the borrower having audit trail.
20. Service Provider shall ensure that they comply with various technology standards/ requirements on cybersecurity stipulated by RBI and other agencies for digital lending, from time to time.
21. The Service Provider shall ensure that the following etiquettes are followed by their executives while making any telephonic calls to the customers :

PRE CALL

- No customer / potential customer shall be called unless specifically so authorized by the officer in charge of the Service Provider.

DURING CALL

- Introduce yourself, your company and your purpose for calling.
- Request permission to proceed. If denied permission, apologize and politely disconnect.
- § If permission granted to the extent possible, talk in the language which is most comfortable to the customer. Never interrupt or argue.
- § Keep the conversation limited to business matters.
- § Check for understanding of “Most Important Terms and Conditions” by the customer if he plans to buy the product.

- § Reconfirm next call or next visit details. Provide your telephone no., your supervisor's name or your Company's officer contact details if asked for by the customer.
- Thank the customer for his/her time.

POST CALL

- Service Provider to ensure that no customers who have expressed its lack of interest for any product / facility should be called for the next 3 months with the same offer from the date of the first call for such an offer is made.

22. The Service Provider shall ensure that the following precautions are taken by their executives at the time of visits/contacts with customer :

Direct Marketing Executives should:

- Respect personal space - maintain adequate distance from the customer.
- Not to enter customer's office/residence against his/her wishes.
- Not visit in large numbers - i.e not more than one DME and one individual in supervisory capacity, if required.
- Respect the customer's privacy.
- If the customer is not present and only family members/office persons are present at the time of the visit, he/she should end the visit with a request for the customer to call back.
- Provide his/her telephone number, supervisor's name or the concerned Company's officer contact details, if asked for by the customer.
- Limit discussions with the customer to the business - Maintain a professional distance.
- Use polite language and mannerisms. Not to behave in a manner which is or can be perceived to be hostile or threatening to the customer or any other persons in the premises where the DME is visiting the customer.

Annexure - A

Declaration-Cum-Undertaking

(To be obtained by the DMA a and DSAs from TMEs/ BDEs employed by them)

CAPITAL BOX TECHNOLOGIES

Address

**585/2, MAHADEV NAGAR, DIDOLI MAIN ROAD, SHANTI NIKETAN , SURAT,
GUJARAT-394210**

Re: Code of Conduct

Dear Sir / Madam,

I am working in your company as a **DSA** . My job profile, inter-alia, includes offering, explaining, sourcing, and assisting documentation of products and linked services to prospects of **CAPITAL BOX TECHNOLOGIES**

In the discharge of my duties, I am obligated to follow the Code of Conduct attached to this document.

I confirm that I have read and understood and agree to abide by the Code of Conduct. I further confirm that the trainer mentioned below has explained the contents in full to me.

In case of any violation, non-adherence to the said Code, you shall be entitled to take such action against me as you may deem appropriate.

Signed on this **13 April 2024**

CAPITAL BOX TECHNOLOGIES