

## **AGREEMENT**

**THIS AGREEMENT** is made on the date and at the place as mentioned in Schedule A hereto,  
**BETWEEN**

**BAJAJ FINANCE LIMITED** a company incorporated under the provisions of the Companies Act, 1956, its registered office at Mumbai Pune Road, Akurdi, Pune-411035 and corporate office at S.No. # 208/1-B 4th Floor, Viman Nagar, Pune-411014, State Code \_\_\_\_\_, & GSTN \_\_\_\_\_, which term shall, so far as the context admits, be deemed to mean and include its successors and permitted assigns including any other division, holding, subsidiary or associate entity) of the **ONE PART**;

### **AND**

The service provider as mentioned in the **Schedule A** hereto hereinafter referred to as the **Service Provider** which term shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in case of (a) an individual, his/her/their heirs, legal representatives, executors, administrators and permitted assigns, (b) a proprietorship firm, the proprietor(ess) (both in his/her personal capacity and as proprietor (ess) of the concern) and his/her/their heirs, legal representatives, executors, administrators, permitted assigns and successors of the concern), (c) a company, its successors and permitted assigns, (d) a limited liability partnership, its successors and permitted assigns, and (e) a partnership firm, each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the firm.) of the **OTHER PART**.

BFL and Service Provider are hereinafter collectively referred to as **Parties** and individually as **Party**, wherever the context so admits.

### **WHEREAS**

A. BFL is a non-banking financial company registered with the Reserve Bank of India (RBI) and is desirous in engaging the services of the Service Provider for its business;

B. The Service Provider is engaged in providing services to various financial services entities in the ordinary course of its business and has offered to provide the Services (as hereinafter defined) to BFL;

C. The Service Provider has represented and warranted to BFL that the Service Provider has considerable knowledge, expertise, infrastructure, resources and capability to provide the Services which it shall at all times possess and maintain in good and sound working order, and is capable, under the laws and regulations applicable to the Service Provider and the Services, and its constitutional documents, of providing the Services to BFL, and has a robust and periodically tested contingency and business resumption plan, including adequate resources, systems and all other infrastructure requirements, in place, to ensure that Services to BFL would not be adversely affected;

D. In view of the aforesaid offer and the representations and warranties, BFL has agreed to appoint

the Service Provider for providing the Services, upon and subject to the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

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

**"Account"** shall mean any Financing arrangement entered into between BFL and a Customer by virtue of the Services provided by Service Provider, pursuant to this Agreement.

**"Affiliate"** means, in relation to a person:

- i. Any Subsidiary; or
- ii. holding company; or
- iii. Any other Subsidiary of any such holding company.

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

**"Customer"** means any customer who makes an application to avail of the Financing facility from BFL.

**"Confidential Information"** shall mean and include any information relating to BFL and Customers, BFLs business and operations, database, policies and practices, pricing policies and financial information marketing and development plans or projections, information pertaining to the Account etc whether or not designated as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential and is disclosed by BFL or BFLs Personnel to the Service Provider pursuant to this Agreement and shall include all verbal and written discussions between BFL and the Service Provider. Confidential Information disclosed to the Service Provider by an Affiliate of BFL shall also be considered as Confidential Information.

**"Control"** and **"Controlled"** means:

- i. The power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to direct a persons management and policies or to control the composition of its Board of Directors or equivalent body; or
- ii. Ownership of more than 50% of the voting share capital or equivalent right of ownership of that person.

**"Documentation"** shall mean any and all documents evidencing an Account, including but not limited to loan agreements and all schedules, supplements, applications, addenda, letters, forms and annexures attached thereto.

**"Financing"** shall mean the loan provided by BFL to the Customers.

**"Laws"** or **"Law"** shall mean and include laws, 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 in India

**"Personnel"** shall mean and include and wherever appearing in this Agreement in relation to the Service Provider, those of its officials, directors, partners, employees, contractors, sub-contractors, agents, sub-agents, nominees, representatives, designees, whose services have been procured by the Service Provider for the purpose of providing the Services to BFL as contemplated under this Agreement; and in relation to BFL, those of its employees and officers.

**"Premises"** shall mean the premises being held by the Service Provider in the Territories.

**"Portal"** means the technology platform of BFL, if any, access whereof is provided to the Service Provider using login ID and password issued by BFL to the Service Provider.

**"Receipt"** means the physical or electronic receipt issued by the Service Provider on payment of Outstanding Dues by the Customer, in the form and manner prescribed by BFL from time to time.

**"List"** means list provided by BFL to the Service Provider containing Customer details such as name, contact details, Outstanding Dues etc, in the format prescribed by BFL for discharging its obligation under this agreement.

**"Products"** shall mean the products as mentioned in Schedule B hereto and such other products as BFL may from time to time intimate to the Service Provider for providing Services.

**"Outstanding Dues"** means the amounts outstanding towards BFL in relation to the loan facility and/ or other products/services availed by the Customers from BFL including but not limited to amount of monthly installment(s), penal interest, bounce charges and/or other fee and charges payable by the Customer to BFL in relation to the credit facility, product or service availed by the customer

**"Services"** means and includes the services to be provided by the Service Provider to BFL during the Term of this Agreement and as more particularly described in **Schedule B hereto**.

**"Subsidiary"** means, in relation to a person, any other person:

- i. Which is Controlled, directly or indirectly, by the first named person;
- ii. More than half the issued share capital of which is beneficially owned, directly or indirectly, by the first named person; or
- iii. Which is a Subsidiary of another Subsidiary of the first named person

**"Termshall"** mean the term of this Agreement as specified **Schedule A**.

**Territories** shall mean the territory(ies) as mentioned in Schedule A hereto where the Service Provider has Premises and any other territory as included herein at a later date For any addition to the territory(ies) mentioned hereinabove, the Parties herein will exchange a letter from time to time with respect to the same.s

## **1.2 Interpretation**

In this Agreement, unless the contrary intention appears:

- (a) Words denoting the singular shall include the plural and vice versa and a word representing any gender shall be deemed to include all other genders, including neutral genders;
- (b) References to the word include or including shall be construed without limitation;
- (c) A reference to an amendment includes a supplement, modification, notation, replacement or re-enactment and amended is to be construed accordingly;
- (d) (An authorization includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

(f) The headings of the clause and sub clauses are inserted for the convenience or reference only and shall not be used in and shall not be deemed to affect the construction or interpretation of this Agreement; and

(g) The schedules and annexures hereto shall be deemed to be part of this Agreement as though the provisions thereof were set out herein.

## **2. APPOINTMENT**

Subject to the terms and conditions contained in this Agreement, BFL hereby appoints the Service Provider, on a non-exclusive basis, for providing the Collection Services for BFL, as per BFLs requirements as specified in **Schedule A** and **Schedule B**.

## **3. TERM**

This Agreement shall remain in force for the period as mentioned in **Schedule A** hereto, unless terminated sooner by either Party in writing as per the provisions of this Agreement.

## **4. RENEWAL**

This Agreement may be renewed by the Parties at the end of the term of this Agreement for a further period of time as mutually agreed between the Parties in writing, with no changes to the terms, or by way of an exchange of letter(s) duly acknowledged by the other Party, on such revised terms and conditions as may be mutually agreed upon by the Parties.

## **5. OPERATING PROCEDURES AND COVENANTS**

### **5.1. Service Provider's Covenants to BFL**

5.1.1 The Service Provider and its Personnel shall not have any authority/right to bind BFL in any manner hereunder or enter into any arrangement or provide any warranty to any Customer or any other third party for and on behalf of BFL, including but not limited to (i) inducing or committing BFL, directly or indirectly, to enter into any Account, including but not limited to the terms and conditions of such Account; and/or (ii) to take any action contrary to those actions expressly authorized hereunder.

5.1.2 Service Provider agrees to educate itself of the Products and schemes of BFL in order to be able to effectively carry out the collection activities from the Customers of BFL.

5.1.3 The Service Provider shall have no power to draw, accept, or endorse any bill of BFL and/or use the name of BFL, except to the extent authorized by BFL in writing.

5.1.4 It shall be the duty of Service Provider to identify in a diligent and courteous manner (in accordance with the operating procedures and other instructions of BFL as intimated to the Service Provider from time to time) to discharge its obligations as collection service agent under this agreement. Service Provider shall ensure that it has obtained and has in full force and effect all the authorizations required for performing the Services and shall keep the same valid throughout the Term and Service Provider will not be amended, changed, settled or compromised, in any manner whatsoever, unless otherwise instructed to by BFL in writing.

5.1.5 The Service Provider covenants that except as disclosed to BFL, in writing, no litigation, arbitration, administrative or other proceedings by statutory or regulatory authority or entity are pending or threatened against the Service Provider or its assets, which, if adversely determined, might adversely affect performance of its obligations hereunder.

5.1.6 The Service Provider shall submit such reports as may be specified and in the format as required, by BFL from time to time.

5.1.7 The Service Provider shall not use any of BFLs trade name, trade mark, symbol, logo or the words BFL, Bajaj Finance, Bajaj and/or Bajaj Finserv either individually or in conjunction with any other name(s) used by BFL, on any stationery, letterhead, board name or otherwise.

5.1.8 The Service Provider shall not do any act or thing which may in any manner, in the sole opinion of BFL, bring the name of BFL or any of its trademarks or logo, into disrepute or which may, in the sole opinion of BFL, damage or conflict with or which may be detrimental to the interest of BFL.

5.1.9 The Service Provider shall maintain the interior and exterior of its Premises and all parts thereof to the satisfaction of BFL and shall ensure that requirements of BFL, if any, in this regard are fulfilled.

5.1.10 The Service Provider shall operate the business for the purpose of providing the Services under this Agreement on such days and between such hours as BFL may specify from time to time.

5.1.11 The Service Provider, including its Personnel shall avoid any (i) conflict of interest with BFL and/or (ii) misuse of BFL resources, in each and every act done by the Service Provider under this Agreement.

5.1.12 The Service Provider shall be responsible for submission of any documents within the timelines specified by BFL for the particular Product, if applicable.

5.1.13 The Service Provider hereby agrees and covenants that Service Provider shall immediately notify BFL in writing of any event which may result in or which may give reason to believe that there may be a work stoppage, slowdown, or other impediments or disruptions in the due performance of the obligations of Service Provider under this Agreement.

5.1.14 The Service Provider shall develop and establish a robust framework for documenting, maintaining and testing business continuity and recovery procedures for discharging its obligation as collection service provider. The Service Provider shall also periodically test the business continuity and recovery plan and shall also consider occasional joint testing and recovery exercises as may be desired by BFL.

5.1.15 The Service Provider shall inform BFL in case any of the covenants under this Agreement ceases to be true.

5.1.16 Service Provider shall ensure that it provides its Services strictly in accordance with the Model Code of Conduct for the Service Provider /Collection Agents (including all amendments, modifications or supplementation thereto from time to time) as prescribed by BFL and annexed hereto as **Schedule E**.

## **5.2. Service Providers Covenants to the Customers**

5.2.1. The Service Provider shall not resort to intimidation or harassment of any kind, whether verbal or physical, against any of the Customers and shall not intrude the privacy of the Customer or Customers' family members, referees and friends or make anonymous calls.

5.2.2. The Service Provider agrees and undertakes not to charge any fee or other remuneration from any Customer in order to get the Account approved from BFL from collection bucket.

5.2.3. The Service Provider shall under no circumstances share, whether in part or in full, the commission received/to be received with the prospective Customers nor shall Service Provider provide to the prospective Customer any incentive, whether in cash or kind. The Service

Provider further covenants not to receive any money whether in form of commission or brokerage from any Customer or from any third party.

5.2.4. The Service Provider and its Personnel shall ensure compliance with the provisions of this Agreement and the instructions issued to it by BFL from time to time.

## **6. FEES, EXPENSES AND REMUNERATION/COMMISSION**

6.1 "BFL" will, in consideration of the Services rendered by the Service Provider in pursuance to this Agreement, pay to the Service Provider the service charges (**Fees/Commission**) as mentioned in the fee letter, (**Fee/Commission Letter**) attached hereto as **Schedule C** or as may be agreed between the Parties in writing from time to time.

6.2 BFL shall on a periodical basis, determine the quantum of Fees payable to the Service Provider in accordance with the terms of this Agreement and shall share with the Service Provider a statement of amount of **Fees/Commission** payable in pursuance to this Agreement (hereinafter referred to as **Fee/Commission Statement**) by way of an email communication to the Service Providers email address detailed in **Schedule A** or such other email address as may be informed by the Service Provider to BFL from time to time in writing only or by way of uploading such Fee/Commission Statement on BFL's web portal, access whereof will be provided to the Service Provider and its authorized officials informed by the Service Provider to BFL, in writing, from time to time. Any change in such authorized officials of the Service Provider shall be promptly informed by the Service Provider to BFL and the Service Provider agrees that BFL shall not be liable in any manner whatsoever, for any loss arising from delay in intimating BFL of such new authorized officials.

6.3 The Service Provider shall within 15 (fifteen) days from the receipt of the Fee/Commission Statement, provide an email confirmation/acceptance of such Fee/Commission Statement to BFL through the Service Providers email address mentioned in **Schedule A** or such other email address as may be registered with BFL, from time to time or through BFL's web portal as stated above and in such form and manner acceptable to BFL. The Parties agree that the first confirmation/acceptance received by BFL in this regard shall be deemed final and conclusive.

6.4 The Service Provider acknowledges and agrees that no payments shall be made to the Service Provider in advance and/ or before the Fee/Commission Statement is shared by BFL. The Service Provider however further agrees that in the event, any advance payment is made to the Service Provider by BFL under this Agreement, the Service Provider shall issue receipt voucher to BFL containing all the particulars prescribed under the Goods and Service Tax Act and rules prescribed thereunder as amended from time to time (GST Act). If no Service is provided by the Service Provider to BFL against or in relation to such advance payment, the Service Provider shall issue a refund voucher for the amount of such advance payment.

6.5 All payments (including reimbursements) shall be made to the Service Provider after making the statutory deductions [including tax deducted at source (TDS)] in accordance with this Agreement.

6.8 It is further agreed that BFL has every right to adjust from the Fee/Commission Statement / from the amount of Fees/Commission payable, any amount (with applicable interest) collected by the Service Provider and not remitted to BFL within specified time.

6.9 The Service Provider shall immediately reimburse amounts, if any, not liable to be paid by

BFL but which has been inadvertently paid to the Service Provider.

6.10 Any amount outstanding from BFL against the Fee/Commission Statement issued in relation to Services provided, for more than 90 (ninety) days, shall be advised by the Service Provider to BFL in writing for resolution. Thereafter, the Service Provider undertakes to issue a No Dues Certificate to BFL in the format prescribed in **Schedule D** hereto on a Monthly basis and at the end of every financial year.

6.11 BFL may, upon notice, withhold payment of Fees/Commission payable for Services rendered, due to any question/controversy/dispute that may be raised by BFL in relation to the scope of work assigned to the Service Provider. Such non-payment shall not constitute a default or breach of this Agreement.

6.12 In the event of any claims being made on BFL, the Service Provider undertakes to pay on first demand made by BFL of any amount on this account without any demur, reservation, contest, protest whatsoever within 7 (Seven) working days of the demand being made

6.13 BFL shall also have the right to set off, deduct and recover from the Fees/Commission amount or any other amount payable to the Service Provider, any and all costs, expenses, losses, claims, damages or amounts which the Service Provider may become liable to pay to BFL under this Agreement on any account whatsoever, including but not limited to any default or breach committed by the Service Provider or its Personnel. Any such claim for loss and/or damage made by BFL shall not amount to a waiver of BFL's right to terminate this Agreement or any of the other rights available to BFL, either under this Agreement or under the governing law. In the event of any delay in reimbursing any amounts as per the provisions of this Agreement, the Service Provider shall be liable to pay interest @ 18% p.a. on the said amount.

6.14 The payment of Fees / Commission shall be made by the BFL to the Service Provider based on system generated billing system and no physical invoicing is required. Statement of accounts will be shared by BFL to Service Provider through system based application on which the Service Provider shall accord acceptance and after the acceptance, an all inclusive validated and acceptance amount shall get processed as Fees / Commission which will be inclusive of applicable GST. .

6.15 The Service Provider shall provide to BFL the correct GSTIN of the Service Provider and BFL shall not be responsible for verification of the same. In the event, the Service Provider fails to furnish the GSTIN to BFL, the Service Provider shall be treated as unregistered for the purposes of the GST.

6.16 The Service Provider shall retain all documents and records of the transactions between the Parties pursuant to this Agreement and promptly produce the same to BFL upon request made by BFL within 2 (two) business days. This clause shall survive the termination of the Agreement for all such records and documents required to be preserved under applicable laws.

## **7. SERVICE PROVIDERS PERSONNEL**

7.1 The Service Provider agrees that BFL may review the skill levels of the Service Provider's Personnel periodically.

7.2 The Service Provider agrees that upon hiring any persons, the Service Provider shall, at that

time, clearly convey to such person that the Service Provider, and not BFL, is the employer of such persons. The Service Provider shall bear sole responsibility for payment of all wages, compensation and benefits to its Personnel or Collection Agents and any other contributions that may be applicable to its Personnel and BFL shall not be liable in this regard in any manner whatsoever.

7.3 It is also understood by the Service Provider that the Personnel of the Service Provider shall be employed by and will be on the payroll of the Service Provider and shall be governed by the contractual terms specified the Service Provider. The Service Provider shall at all times be solely responsible and liable for all acts or omissions of such Personnel including any misrepresentation or adverse claims of whatsoever nature made on or against BFL, by and/or on behalf of or on account of the Personnel of the Service Provider.

7.4 In case of any breach or offence being committed by any Personnel of the Service Provider, the Service Provider shall be liable and responsible for all consequences thereof without recourse to BFL in any manner whatsoever.

7.5 The Service Provider warrants that it shall not engage any person involved in any illegal activities, actively engaged with political parties, charged with any offence or with any criminal record/conviction, for participating directly or indirectly, in providing the Services under this Agreement. The Service Provider shall forthwith inform BFL in the event this warranty does not hold good and adopt immediate remedial measures.

7.6 The Service Provider shall ensure that on termination of services of any Personnel or in the event of discontinuance of service of any person engaged by the Service Provider, the Service Provider shall withdraw all the authorizations given to such Personnel and ensure that on termination or discontinuance of service, due caution is exercised to ensure that under no circumstances the ex-Personnel represent the Service Provider.

## **8. REPRESENTATIONS AND WARRANTIES**

The Service Provider hereby represents, warrants and confirms to BFL on a continuing basis that:

(a) it has the authority, skill, knowledge, experience, expertise, infrastructure, capital, net-worth, competent Personnel and resources to render the Services hereunder and shall so render the Services as mentioned in Schedule B in an ethical and bona fide manner and in compliance with all Laws and regulations.

(b) It 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.

(c) It is not owned or controlled by any BFL Personnel or their relatives having the same meaning as assigned under Section 2(77) under the Companies Act, 2013 and further that no BFL Personnel has a business relationship of any kind with the Service Provider or its officers.

(d) It will ensure that it will comply with BFL's privacy and information security guidelines and it shall take, and has appropriate mechanisms and means to ensure, adequate precautions to protect the privacy and confidentiality of all data pertaining to BFL, the Customers, any other third party in relation to this Agreement or the Services.

(e) By entering into this Agreement, the Service Provider has not and shall not violate or breach any covenants, stipulations, conditions and/or terms and/or conditions of any agreement or



deed entered into by the Service Provider with any third party.

## **9. CONFIDENTIALITY**

9.1 It is hereby agreed by and between the Parties that, except for disclosures required under Law/Regulation, all Confidential Information shall be kept confidential and shall not be disclosed to any person, except with the written permission of BFL. Further, the Service provider and/or its Personnel shall not use such confidential information, except in connection with this Agreement and the performance of its duties and obligations under this agreement. All such data compiled by the Service Provider shall be the exclusive property of BFL and the Service Provider shall not have any rights over the data whatsoever

9.2 In the event of a breach or threatened breach by the Service Provider of the aforesaid Clause, Service Provider is obliged to immediately notify BFL of any breach of the Confidential Information that may come to its knowledge. Service provider acknowledges that monetary damages may not be an adequate remedy and therefore, BFL shall be entitled to injunctive relief in addition to monetary damages to restrain the Service Provider from any such breach, threatened or actual.

9.3 The Service Provider agrees: (i) to 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 BFL other than as may be required for the performance of the Service Provider's obligation under this Agreement; (iv) notify BFL promptly of any unauthorized or improper use or disclosure of the Confidential Information; (v) notify BFL in writing of any court order to disclose information recorded on documents or disclose any Confidential Information, in sufficient detail and immediately upon receipt of such court order, subpoena or other legal or regulatory direction/ request or similar process, in order to permit BFL 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.

9.4 All Confidential Information shall be shared by the Service Provider with its Personnel only on a "need to know" basis and the Service Provider shall ensure that its Personnel are made aware of the confidential nature of all such Confidential Information and such Personnel agree to accept the confidentiality obligations hereunder.

9.5 Service Provider represents that it shall isolate and clearly identify BFL's Customer information, documents, records and assets to protect the confidentiality of the information.

9.6 Notwithstanding anything herein to the contrary, this Clause shall survive the termination of this Agreement for a period not less than 5 (five) years from the termination of this Agreement and the Service Provider shall keep confidential any Customer information in perpetuity.

## **10. PROPRIETARY RIGHTS**

The Service Provider agrees that the work product, including but not limited to all and any information, reports, studies, software (including source codes, object codes and executables), flow charts, diagrams, marketing material and other intangible and tangible material of any nature whatsoever produced by or as a result of any of the Services rendered hereunder, shall be the sole and exclusive property of BFL. In furtherance thereof, the Service Provider hereby

irrevocably grants, assigns, transfers to BFL all rights, title and interest of any kind, in and to any work product that may be produced hereunder by the Service Provider. The Service Provider shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in writing by BFL.

## **11. TERMINATION**

11.1 BFL shall have a right to terminate this Agreement without assigning any reasons, on giving not less than 30 (thirty) days' prior written notice of its intention to do so, to the Service Provider.

11.2 The Service Provider shall also have a right to terminate this Agreement by assigning its reasons thereto and on giving not less than 90 (ninety) days' prior written notice of its intention to do so, to BFL.

11.3 Notwithstanding anything herein contained, BFL may forthwith / terminate (without notice or assigning any reasons to that effect) this Agreement under any one or more of the following conditions:

11.3.1 If in the reasonable opinion of BFL, performance of any of the Services under this Agreement by the Service Provider, is not acceptable, as being in contravention/breach of any Law/s with regard to continuation of provision of Services by the Service Provider.

11.3.2 If the Service Provider and/or any Personnel 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.

11.3.3 If in the opinion of BFL, the interests of BFL are jeopardized in any manner whatsoever.

11.3.4 If the Service Provider discontinues its business or there is an event of any change in the constitution; or management of the Service Provider whether or not involving a change in the ownership structure, unless the Service Provider informs BFL and obtains the prior written consent from BFL for such change.

11.3.5 If a petition for insolvency or winding up is filed against the Service Provider 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.

11.3.6 If there is any misconduct on the part of the Service Provider, or its Personnel, while providing the Services including misappropriation of funds.

11.5 Notwithstanding anything stated hereinabove, this Agreement shall, unless earlier terminated, continue to be operative in full force and effect, 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.

11.6 BFL 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.

## **12. CONSEQUENCES OF TERMINATION**

12.1 Without prejudice to the above, in the event of the expiry or prior termination of the Agreement as aforesaid, the Service Provider shall unless otherwise agreed upon, do the following forthwith:

(a) Ensure that all Personnel 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 and desist from representing BFL as a service provider or in sourcing of Customers for BFL and using references of BFL, in any manner whatsoever.

(c) Return or destroy all Confidential Information and any other property belonging to BFL 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.

12.2 Upon expiry or termination of the Agreement, the Service Provider shall if required by BFL, provide assistance in transition of the Services to a new service provider identified by BFL.

12.3 In the event of termination/expiry of this Agreement, BFL may withhold any payments to be made to Service Provider in connection with any application of any Customer, such payments being due to Service Provider, till such time as Service Provider deposits all Documentation concerning any existing Customer(s) and/or potential Customer(s) of BFL with BFL.

12.4 It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict nor shall they preclude BFL from pursuing such further and other legal actions, against the Service Provider for any breach or non-compliance of the terms of this Agreement.

### **13. INSPECTION AND RIGHT TO AUDIT**

13.1 The Service Provider shall keep complete and accurate records of all operations and expenses in connection with the Services provided to BFL. All the records in connection with the services rendered under this agreement shall be preserved by the Service Provider for a period of eight (8) years (and/or for such further period as may be required by BFL) from the date of expiry of the term/renewal period of this agreement the record is made, and in no event shall be excised without first having duly, adequately and timely informed BFL.

13.2 The Service Provider shall at all times, during the term of this Agreement and after the termination of this Agreement, cooperate and allow BFL, its management, its auditors and/or RBI or other regulators (including external auditors) unrestricted access to inspect, examine and audit the Service Provider's operations and business records which are directly relevant to the Services, and provide all other documents and records which the Service Provider may be called upon within two(2) days or within such time as may be required by BFL and/or its Regulators to ensure a prompt and accurate audit related to the scope of Services.

13.3 The Service Provider shall at all times, during the term of this Agreement, cooperate and allow BFL, its management, its auditors and/or RBI or other regulators (including external auditors) 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

13.4 The costs of such inspection(s)/audit(s) and any cost that arises on account of rectification of the deficiency/ irregularity that is pointed out during or post the audit shall be borne solely by the Service Provider.

13.5 The Service Provider shall also co-operate in good faith with BFL to correct any practices which are found to be deficient as a result of any such audit, within a reasonable time after receipt of BFL's report.

13.6 BFL will periodically, as it deems fit, review the financial and operational condition of the Service Provider to assess the Service Provider's ability to continue to meet its outsourcing obligations under this Agreement. Such due diligence review which is based on all available information about Service Provider should highlight any deterioration or breach in performance standards, confidentiality and security and in business continuity preparedness.

13.7 Service Provider shall at all times during the continuance of the Agreement keep and maintain/perform the Services as agreed under this Agreement, in favour of BFL and for which continuous monitoring and assessment can be done by BFL. If and so often as the Services shall fail to be maintained/performed and cannot be assessed/performed properly by the Service Provider, then BFL can take necessary corrective measures for which Service Provider should extend full co-operation.

13.8 The Parties hereby further consent to recognize the right of the RBI to cause an inspection to be made of the Services provided to BFL and its books and account by one or more of its officers or employees or other persons appointed by RBI in this behalf.

#### **14. ETHICS, CONDUCT, AND ANTI CORRUPTION**

a) The Parties herein shall ensure that their employee(s), person in-charge of business; directors(s), personnel(s), shall at all time adhere to all applicable laws in the territory, including but not limited to the provisions of the Prevention of Corruption Act 1988 and including any amendments thereto. Neither Party nor any of their employee(s), person in-charge of business; directors(s), personnel(s) shall or have (i) offered, paid, gives financial; promised to pay, or authorized the payment of any money or anything of value, to any government officer / authority or any political party for the purposes of inducing a public servant to perform improperly or influencing any act or decision of such public servant or political party in relation to the Services or direct business to any person, in each case where such payment, offer or promise is prohibited under the Prevention of Corruption Act 1988 including any amendments thereto; or (ii) engaged in any activity that would in any manner result in violation of the Prevention of Corruption Act 1988 including any amendments thereto.

b) The Parties herein agree to conduct all its dealing in a very ethical manner and with the highest standards. The Parties herein shall provide all possible assistance to each other in order to investigate any possible instances of unethical behavior or business conduct violations that comes to their knowledge to allow for timely action in order to prevent and detect of any illegal gratification offering in form of bribes or kickbacks either in cash or in kind in the course of all dealings under the association of this agreement. The Either Parties shall endure all possible efforts to prevent and protect each other from incorrect / wrong practices and under no circumstances any employee, official or representative of any government, government, agency or other government instrumentality, or any political party or candidates, or any other holders of public office, or any person, be offered, promised or paid, directly or indirectly, any money, remuneration, favours or things of value, or be provided any other benefit, directly or indirectly, in connection with obtaining or maintaining contracts or business, or securing any other improper advantage.

c) Any instance of such violations shall be will be viewed in a serious manner and BFL reserves the right to take all appropriate actions or remedies as may be required under the

circumstances as per laws.

## **15. INDEMNIFICATION**

15.1 The Service Provider shall, at its own expense, indemnify, defend and hold harmless BFL and Affiliates of BFL, their respective officers, directors, personnel, representatives, consultants, nominees, designees from and against any and all liability suffered or incurred by BFL (including but not limited to liabilities, judgments, damages, losses, claims, , costs, fines, penalties, charges, proceedings, suits, actions and expenses, including attorneys' fees and expenses) or any other loss that may occur (directly or indirectly), arising from or relating to or by reason of:

(a) Acts, commissions, omissions, errors, fraudulent act, misfeasance, representations, misrepresentations, misconduct, negligence of the Service Provider and/or its Personnel in performance of its obligations under this Agreement.;

(b) Any breach of any of the provisions of this Agreement, including but not limited to the obligations pertaining to confidentiality and intellectual property by the Service Provider or its Personnel;

15.2 The Service Provider shall not set up defense or claim in any suit, plaint, petition, complaint, written statement, application to the effect that the Personnel of the Service Provider are the employees of BFL and in the event any such defense is set up the same shall be a fraud upon the court or authority where such defense or claim is set up and in this regard, the Service Provider further agrees to indemnify and keep BFL indemnified, at all times.

15.3 BFL shall have no liability whatsoever for any injury to the Service Provider and/or its Personnel caused or suffered in the course of performance of the Service Provider's obligations hereunder and in this regard, the Service Provider further agrees to indemnify and keep BFL indemnified at, all times.

15.4 The Service Provider specifically agrees that for any act of the Service Provider, no claim shall lie against BFL from any third party and BFL shall not be held liable in any circumstances for the acts of the Service Provider. All claims of third parties shall be defended by the Service Provider and in this regard BFL shall be kept indemnified against all claims, losses, damages, charges etc.

15.5 Notwithstanding anything contained in this Agreement or any other documents executed or to be executed between the Parties, all indemnities shall survive expiry or termination of this Agreement and the Service Provider shall continue to be liable under the indemnities for a period not less than 8 (eight) years from the expiry/termination of this Agreement.

## **16. COMPLIANCE WITH LAWS/REGULATIONS**

At all times Service Provider shall keep itself fully informed and compliant with all the applicable Laws & Regulations in performing the Services including but not limited to Laws dealing with confidentiality, labour laws, competition laws, anti-corruption laws and regulations laid down by RBI the regulations with reference to "National Do Not Call Registry" laid down by Telecom Regulatory Authority of India etc., and shall ensure procurement and renewal of registrations, licenses, permits, and/or certificates required for conducting its business. 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.

## **17. INDEPENDENT SERVICE PROVIDER**

17.1 This Agreement has been entered into on a 'principal to principal' 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 the Parties hereto or any Affiliates or Subsidiaries thereof or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.

17.2 The Service Provider acknowledges that its rendering of Services is solely within its own control, subject to the terms and conditions agreed upon in this Agreement and agrees not to represent or hold itself out to be an employee, agent or servant of BFL or Affiliate thereof to any person including the Customers.

17.3 The Service Provider shall be solely responsible for any non-compliance of laws/regulations, occurrence of loss (including loss of reputation), penalty imposed, litigation costs or legal obligation on account of the failure to adhere to any Laws in respect of the Service Provider's obligation towards its employees subcontractors (including their compensation, retiral & death benefits), representatives contractors, shall be borne by the Service Provider alone and BFL shall not be liable or responsible for the same in any manner whatsoever.

## **18. CONTRACTOR & SUB-CONTRACTOR**

18.1 The Service Provider shall not enter into any agreement with any contractor or subcontractor in connection with the Services to be provided under this Agreement without the prior written consent of BFL.

18.2 Nothing in this Agreement shall be construed to create any contractual or other relationship between BFL and any contractor or sub-contractor of the Service Provider, nor create any obligation on the part of BFL to pay or ensure payment of any monies due to and/or from any contractor or sub-contractor.

## **19. FORCE MAJEURE**

If the whole or any part of 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, internet outages, explosions, wars, hostilities, acts of government, custom barriers, 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 such period 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.

Without prejudice to BFL's rights, in the event that BFL has to seek/ put in place alternative resources in respect of the Services in the event of Force Majeure or labour or industrial unrest ensuing, including seeking the assistance of an alternative Service Provider, the Service Provider shall, at its costs offer all assistance to BFL in this regard, and agrees that the Fees for the period in question shall abate and not be payable by BFL.

## **20. ASSIGNMENTS**

20.1 In the event of a reorganization, merger or acquisition or related activity in which the Service Provider passes management or control of its rights under this Agreement to third parties, BFL reserves the right to review the terms of this Agreement. BFL retains the right to terminate this Agreement if management or control of the Service Provider vests in any of BFL's competitors, whether a direct or indirect competitor.

20.2 The Service Provider shall not transfer or assign this Agreement or any right or obligation hereunder to any other person, firm, company or entity without BFL's prior written consent and any such assignment shall be void-ab-initio and not binding upon BFL. If such assignment is as a result of operation of any Laws, then BFL shall have the option on such assignment to terminate this Agreement and the Service Provider shall be liable to compensate BFL for damages suffered by BFL for what would otherwise have been the remainder of the agreed tenure of this Agreement.

20.3 Nothing contained herein shall prevent the use by or the assignment or transfer of this Agreement by BFL to any of its divisions, its parent body, its Subsidiary or associate and the Service Provider shall be bound to the transferee/assignee in like manner and on the same terms and conditions as it is bound to BFL under this Agreement.

## **21. NON- WAIVER**

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

## **22. CHANGE IN CONSTITUTION**

No change whatsoever in the constitution of the Service Provider during the continuance/ validity of this Agreement shall impair or discharge the obligations of the Service Provider under this Agreement. The Service Provider shall, forthwith upon any change in the constitution of the Service Provider, inform BFL of the change and provide such all details in respect of the change and its effect to BFL.

## **23. ARBITRATION**

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 and failing such settlement, the same shall be referred to arbitration of a sole arbitrator, to be appointed by BFL, 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 the venue of arbitration shall be Pune and the arbitral proceedings shall be conducted in English.

## **24. GOVERNING LAW / JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Pune, India only.

## **25. SURVIVAL OF PROVISIONS**

The terms and provisions of this Agreement by their nature and content are intended to survive termination and shall so survive the completion and termination of this Agreement by a period of five (5) years or such other period as may be specified by BFL, from the date of termination or expiry of this Agreement.

## 26. GENERAL PROVISIONS

**Paragraph Headings:** Paragraph headings are for convenience only and shall not be a determining factor for interpretation of the terms and conditions of this Agreement.

**Severability:** If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and be in full force and effect.

## 27. COMPLETE AGREEMENT

27.1 This Agreement supersedes any and all agreements, contracts or addenda relating to the Services. This Agreement cannot be terminated orally. No modification, waiver, alteration or amendment of this Agreement shall be binding unless communicated in writing and signed by both Parties. All legally required amendments shall automatically become an integral part of this Agreement.

## 28. NOTICES

Any notice or other formal communication to be given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be sent to the addresses as mentioned in **Schedule A** hereto or such other address as may be intimated by the Parties in writing. It shall be (a) delivered by hand or sent by registered post acknowledgement due, to the relevant address set out in recital (or as otherwise notified from time to time). Any notice given by hand delivery or post shall be deemed to have been duly given (a) if hand delivered, when delivered; (b) if sent by registered post acknowledgement due, on the fifth business day from the date of posting unless there is evidence that it was received earlier than this.

## 29. STAMP DUTY

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

## 30. COUNTERPARTS

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

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorised representatives as of the date as mentioned in Schedule A above.

**SIGNED, SEALED AND DELIVERED** by the within

named **Bajaj Finance Limited**, by the hand of

of its authorized signatory

Mr. / Ms. \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Witness:



\_\_\_\_\_  
**SIGNED, SEALED AND DELIVERED** By  
the within named Service Provider,  
\_\_\_\_\_ through its authorized  
representative  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness:  
\_\_\_\_\_

**SCHEDULE A**

<b>MASTER CODE</b>	<b>MAC225765</b>
<b>Place of execution of this Agreement</b>	<b>PUNE</b>
<b>Date of execution of this Agreement</b>	<b>02/26/2023 09:59:56</b>
<b>Effective Date</b>	<b>02/26/2023 09:59:56</b>

<b>Details of the Service Provider</b>	<ul style="list-style-type: none"> <li>• NAME:AMIT KUMAR VERMA</li> <li>• _____</li> <li>• PIN: 852201</li> <li>• STATE: BIHAR</li> <li>• Address of Registered Office/principal place of business/address of residence</li> <li>• SINHA VILLA SHIVPURI HAKPARA SAHARSA SAHARSA</li> <li>• Branch address (if applicable):</li> <li>• _____</li> <li>• PIN : 852201, State:BIHAR</li> <li>• PAN no. of the Service Provider: BJZPV9314F</li> <li>• State Code of the Service Provider:</li> <li>• _____</li> <li>• GSTIN:_____</li> <li>• Type of entity:Individual</li> <li>• Email address of the Service Provider: ADMIN@ASPNMARKETFINANCE.COM</li> <li>• Fax no: _____ Phone no.: 7549634748</li> </ul>
<b>Type of Services to be provided by the Service Provider under this Agreement</b>	Service involving the services as mentioned in <b>Schedule B</b> as amended from time to time and shall include any processes/procedures thereof
<b>Product in relation to which Services are to be provided</b>	Collection services as stipulated in this agreement
<b>Term of the Agreement</b>	[3 (Three) year(s)] unless terminated in the manners provided in this agreement.
<b>Agreement end date</b>	02/26/2026 09:59:56
<b>Territories</b>	All such pan India locations which are approved and communicated by BFL to the Service Provider from time to time in writing.

**Addresses for Notices**

**For the Service Provider:**

- COMPLETE POSTAL ADDRESS OF AGENCY NAME AS UNDER
- Name of Agency:AMIT KUMAR VERMA
- STATE:BIHAR
- Name of Agency Owner:AMIT KUMAR VERMA
- Address:SINHA VILLA SHIVPURI HAKPARA SAHARSA SAHARSA
- City:SAHARSA
- Pincode:852201
- State:BIHAR
- Email id  
:ADMIN@ASPNMARKETFINANCE.COM
- **For BFL:** Bajaj Finance Ltd4th Floor, Bajaj Finserv Corporate Office,Off Pune- Ahmednagar Road,Viman Nagar, Pune – 411014Maharashtra, India

## **SCHEDULE B**

### **(SERVICES / SCOPE OF SERVICES AND PROCEDURES FOR SERVICE PROVIDER)**

#### **(SCOPE FOR COLLECTION SERVICES)**

The Service Provider shall perform the Services as follows:

1. The Service Provider shall ensure that its personnel, perform the Services and carry out the obligations under this Agreement strictly in accordance with the guidelines, instructions, manuals, code of conduct and procedures etc., prescribed by BFL and detailed in Annexure II (hereinafter referred to as “**Guidelines**”) and the extant instructions on fair practices code for non-banking financial companies as issued by Reserve Bank of India (“**RBI**”) from time to time. BFL may, at its sole discretion, revise the Guidelines from time to time and communicate the revised Guidelines to the Service Provider in writing or by sending a communication to the Service Provider in this regard through email or through the Portal, if any.
2. While discharging its obligations hereunder, the Service Provider shall and shall ensure that its personnel will at all times, act in a manner which is both legal and ethical and shall not do or attempt to do anything which would be illegal or prejudice the reputation of BFL or make BFL liable in any manner whatsoever. In the event of any illegal act being committed or abetted by the Service Provider itself or its personnel, the Service Provider shall be liable for all consequences thereof and BFL shall not be liable for the same either directly or indirectly.
3. The Service Provider shall employ sufficient number of personnel to provide the Services in a prompt and efficient manner and shall be responsible for the selection, hiring, supervising and due diligence of the personnel. All personnel engaged by the Service Provider shall be in sole employment / control of the Service Provider and shall continue to be the personnel of the Service Provider and shall work under its directions and shall not become or claim any employment from BFL or the Customer by virtue of providing the Services. The Service Provider shall be solely responsible for the personnel’s salaries, wages, statutory payments, etc. Under no circumstances whatsoever, BFL will be liable for any payment or claim or compensation including but not limited to compensation on account of injury / death / termination, of any nature to the personnel of the Service Provider. Nothing contained in this Agreement will be construed as creating a relationship between BFL and the personnel of the Service Provider nor any obligation on the part of BFL to pay or see to the payment of any money due to any such personnel.
4. The Service Provider shall ensure that the personnel involved in performing the Services are suitably trained, qualified, experienced and competent. The Service Provider shall verify the antecedents of the personnel to be engaged for provision of the Services and shall ensure that it does not engage or continue to engage any person with a criminal record or conviction and shall bar any such person from participating directly or indirectly in the provision of Services. The Service Provider shall maintain all proper records required by any law, code, practice or any policy applicable to it from time to time, including records as applicable under labour legislations. The Service Provider shall be solely liable for the acts done by its personnel. The personnel of the Service Provider must be properly trained to handle with care and sensitivity their responsibilities especially in relation to hours of calling and privacy of Customer information.

5. The Service Provider shall immediately notify BFL, in writing, if any of its personnel has committed any act amounting to moral turpitude or has been arrested by the police or removed from the employment of the Service Provider or has committed any act which in the opinion of the Service Provider affects the integrity of the personnel. The Service Provider agrees that it will withdraw or not permit such personnel to provide the Services in relation to this Agreement, if in sole opinion of BFL, the quality of Service rendered by the personnel is not up to the mark as per BFL and it is not in the interest of BFL that such personnel are involved in providing the Services. The Service Provider shall put in place appropriate code of conduct for its personnel involved in performance of the Services with a provision of punitive action in case of any breach by its personnel and shall maintain discipline amongst its personnel.
6. Before execution of the Agreement, the Service Provider shall provide to and maintain with BFL, during the Term, a Security Deposit by way of demand draft drawn or via online RTGS/ NEFT/ Electronic payment mode in favour of BFL as per the details provided by BFL to the Service Provider, for an amount mentioned in para 28 herein below. The Service Provider shall deposit interest free refundable security deposit and or such other additional amount in the form of interest free security deposit as may be prescribed by BFL, in writing, from time to time. The Service Provider agrees and hereby authorizes BFL to deduct from the Security Deposit, the Outstanding Dues collected by the Service Provider but not remitted to BFL within the time period prescribed by BFL in this regard. BFL shall provide interest @ 7% on the amount of Security Deposit maintained by the Service Provider and rate of interest calculation shall be given effect from the date of payment of such Security Deposit amount to BFL by the Service Provider. Service Provider may be asked by BFL to increase the amount of Security Deposit from time to time and Service Provider shall ensure to deposit such other additional amount in form of Security Deposit as may be prescribed by BFL from time to time. The rate of interest of additional amount of Security Deposit shall be paid on pro-rata basis from the date of payment of such additional deposit by Service Provider to BFL under this agreement. BFL reserves its sole discretion to change or amend the rate of interest from time to time by sending communication to the Service Provider. Further, Service Provider unconditionally agree and authorize BFL to deduct or adjust or set off any or all the outstanding dues collected by the Service Provider or payable by the Service Provider to BFL under this agreement. Service Provider shall make payment of any short fall or negative amount to BFL in case of any full and final settlement with BFL and in the vent of nonpayment, BFL may initiate appropriate legal actions in order to secure its dues including the litigation expenses.
7. The Outstanding Dues collected by the Service Provider, shall be held by the Service Provider in "trust" for BFL till the same are remitted/deposited with BFL.
8. The Service Provider shall comply with all the applicable laws while providing the Services and fulfilling its obligations under the Agreement and in relation to its personnel including, without limitation, anti-bribery laws, 'do not call registry', code of conduct and other codes prescribed by BFL from time to time, Labour Act, Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act, laws related to shops and establishments and any law or guidelines, policies specified by BFL. The Service Provider shall not resort to invasion of privacy, viz. persistently bothering the Customers at odd hours, violation of "do not call" code, etc.

9. The Service Provider shall preserve in safe custody and maintain all records, data and documents related to Services in accordance with the applicable laws and in the form and manner prescribed by BFL and shall upon request from BFL, promptly furnish the same to BFL. The Service Provider shall segregate and keep separately all information, documents, properties and records pertaining to the Services, BFL and the Customers and hold the same in trust for BFL
10. The Service Provider shall not exercise any lien or right of set off or appropriation on any of the assets, properties, monies, documents, instruments or material belonging to BFL and/or the Customers and which are in the custody of the Service Provider for any reason whatsoever.
11. The Service Provider shall not issue any communication to the Customers either on its own or on behalf of BFL in relation to the Services or otherwise, unless approved by BFL in writing.
12. The Service Provider shall take appropriate precautions not to breach the privacy of the Customers during the course of performance of the Services.
13. In the event of loss of Receipt books by the Service Provider or its personnel, the Service Provider shall upfront inform BFL of such loss and do all acts, submit such documents and deposit such amount as caution money which is prescribed by BFL as per BFL's internal policy in this regard.
14. The Service Provider shall be liable for all losses or claims arising out of or resulting from the issuance of any temporary receipts or other receipts towards payment of Outstanding Dues and / or misuse or loss of Receipt books by the Service Provider or its personnel. The liability of the Service Provider contained in this sub clause shall survive termination or expiry of the Agreement.
15. The Service Provider agrees to reimburse to BFL, any supervisory or other fee or penalty imposed or levied by any authority in connection with the Services.
16. The Service Provider shall maintain at its own costs, throughout the Term including any extensions thereof, insurance coverage for adequate amount in consultation with BFL, including but not restricted to insurance policies covering (i) accidental losses, bodily harm, injury, death of personnel employed/assigned by the Service Provider to perform the Services (ii) against dishonesty, theft, extortion, robbery, forgery, altered documents, fraud and/or any other dishonest acts on the part of Service Provider's personnel or representatives, with BFL as the loss payee / beneficiary and (iii) insurance to protect against any loss / damage which may be suffered by the Service Provider, BFL and / or Customers, as a result of any loss of any properties of BFL and / or the Customers entrusted to the Service Provider being lost in transit while in the custody of the Service Provider. The Service Provider shall at its sole expense provide for insurance of property of Customers in its custody, personnel assigned to perform the Services under the Agreement, as may be required by BFL upto such limits as may be specified by BFL from time to time. The Service Provider shall provide such documentary proof of compliance with this clause as may be required, from time to time, by BFL or its auditors or any other authorities. The Service Provider shall promptly notify BFL of any actual or potential claim under any of the insurance policies referred to in this clause along with the details of the incidents giving rise to such claim. The Service Provider shall afford BFL all such assistance as may be required for the preparation and negotiation of any claim under an insurance policy.
17. The Service Provider shall not subcontract any of its responsibilities contained in the Agreement to any third party without prior written permission of BFL, which BFL may give subject

to such terms and conditions as deemed fit by BFL, in its sole discretion. Where BFL gives such prior written permission, its shall not be construed as waiver of any accrued rights and / or liabilities and the Service Provider shall be fully responsible for all acts and omissions of its subcontractors or sub-agents.

18. The Service Provider shall bring to the notice of BFL any expiry, modification, or suspension of any authorizations in relation to performance of Services and the initiation of any adverse action by the relevant authority concerned in relation thereto.

19. The Service Provider shall immediately notify BFL, in writing, of any event which may result in or which may give reason to believe that there may be a work stoppage, cessation of any activity, slowdown, labour dispute, strike, any labour disruption or other impediments or disruptions in the due performance of the obligation of the Service Provider under this Agreement. The Service Provider shall forthwith submit a report of the events resulting in stoppage of work to BFL and BFL, under such circumstances, shall have a right to terminate this Agreement.

20. The Service Provider shall develop and establish a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The Service Provider shall periodically test such business continuity and recovery plan and shall, at the request of BFL, conduct joint testing and recovery exercises with BFL.

21. The Service Provider shall refrain from action that could damage the integrity and reputation of BFL. The Service Provider shall not resort to man-handling, intimidation or harassment of any kind, either verbal or physical, against any person in performance of the Services, including acts intended to humiliate publicly or intrude the privacy of the Customer or the Customers' family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.

22. Upon receipt of the List from BFL, the Service Provider shall contact the Customer(s) as per the details provided in the said List and ask the Customer(s) to pay the Outstanding Dues.

23. The Service Provider shall collect the Outstanding Dues in the form of cash (subject to the statutory limits), demand drafts, cheque and/or any other mode as permitted by BFL and shall ensure that the said demand drafts are drawn in favour of "Bajaj Finance Limited" only.

24. Upon receipt of payment from the Customer(s), the Service Provider shall, on behalf BFL, issue a valid Receipt to the Customer(s), equivalent to the amount of Outstanding Dues paid by the Customer to the Service Provider. The Service Provider shall issue the Receipt(s) and obtain valid acknowledgement from the Customers on the Receipt(s), in the form and manner prescribed by BFL, in writing, from time to time. The Service Provider shall issue Receipts from the Receipt books or the electronic receipting system provided by BFL in pursuance to this Agreement. Upon receiving the Receipt books, the Service Provider shall provide BFL an acknowledgement, in writing, in this regard. The Service Provider shall surrender to BFL all Receipt books upon issuance of all the Receipts contained in the said Receipt book as per the terms of this Agreement or upon demand made by BFL in this regard.

25. The Service Provider shall not issue any temporary receipt or any other receipt to the Customer(s) towards payment of Outstanding Dues.

26. The Service Provider shall on the same day or the next working day from the collection of Outstanding Dues, remit the Outstanding Dues collected from the Customer(s) by depositing the

cash, cheque and/or demand drafts collected from the Customer(s), with BFL at its branch office and/or BFL's designated bank account as per the details provided by BFL, in writing including through email or through the Portal, from time to time. The Service Provider will submit to BFL the cash deposit receipt issued by the bank against cash deposit made by the Service Provider.

27. The Service Provider shall on daily basis provide status report to BFL with respect to the collection of Outstanding Dues, in the form and manner prescribed by BFL, in writing, from time to time ("Status Report") and all these status report will be system mobile app based system to capture the daily collection activities.

28. The communication issued by BFL in writing shall mean and include communication issued through email or through the Portal as mentioned below: -

i. **AREA OF OPERATION:**SAHARSA

ii. **SECURITY DEPOSIT AMOUNT:**0 Rs.

iii. **Rate of Interest:** 7%

iv. **BFL BRANCH OFFICE:** SAHARSA

## **29. COMMISSION**

a) In lieu of providing Services, the Service Provider will, unless disputed by BFL, be paid collection charges as prescribed and intimated by BFL, in writing, from time to time. For the purposes of clause 5, 'in writing' means and includes email communication to the Service Provider on the email id registered with BFL or communication through the Portal, if any ("**Commission**"). BFL may, as per its sole discretion, revise the Commission from time to time and intimate the Service Provider of such revised Commission, in writing. Unless otherwise specified by BFL, in writing, the Commission is inclusive of all costs, expenses, taxes as may become due and payable in relation to the Services.

b) Basis the system generated Status Report(s) as provided by the Service Provider to BFL, the amounts realized by BFL in relation to the Outstanding Dues remitted by the Service Provider and BFL's internal commission policy, BFL shall determine the quantum of Commission payable to the Service Provider in accordance with the terms of this Agreement and will share with the Service Provider, a statement with respect to the amount of Commission payable to the Service Provider in the form and manner prescribed by BFL ("**Commission Statement**") both online and offline as the case may be.

c) BFL will compute the Commission payable based on the various Benchmarks / Targets assigned which will be communicated to the Service Provider through system Generated Reports for acceptance and the payment will be made to the Service Provider accordingly. Further, the Service Provider shall be responsible to submit Annual Certificate as mentioned in **Schedule D** of this agreement within the stipulated time.

d) In the event of failure on part of the Service Provider in remitting to BFL the Outstanding Dues collected from the Customer(s), the amount of Commission payable by BFL shall be reduced as per BFL's applicable policy in this regard and communicated to the Service Provider in writing.

30. The Service Provider shall retain all documents and records of the transactions between the Parties in pursuance to this Agreement for a period not less than 8 years, and shall promptly produce the same to BFL upon request made by BFL within 2 (two) business days. This clause



shall survive the termination or expiry of the Agreement.

31. BFL shall make payment of the Commission as per the Commission Statement. The Service Provider acknowledges that no payments shall be made to the Service Provider as an advance and/or before the Commission Statement is shared by BFL.

32. In the event the Service Provider has any issue / dispute with respect to any Commission Statement issued by BFL, the Service Provider shall notify BFL of the same within a period of 30 (thirty) days from the date of receipt of such Commission Statement together with all supporting documents in respect thereof. The decision of BFL in respect of any such issue/dispute shall be final.

33. In the event no issue / query is received from the Service Provider with respect to the Commission Statement, within a period of 30 (thirty) days from the date of receipt of such Commission Statement from BFL, the amount of Commission determined by BFL shall be deemed to be accepted by the Service Provider and thereafter, no further modifications in the Commission Statement shall be accepted by BFL.

34. The taxes/service charges levied by the central / state government will be borne by the Service Provider. All payments to Service Provider will be made after making statutory deductions, if any, under the applicable laws.

35. All such costs which are required to be incurred by the Service Provider in relation to the Services and which have been agreed to be borne by BFL shall be incurred with prior written approval of BFL and the Service Provider shall furnish to BFL all necessary receipts and other documents evidencing the incurrance of such costs, in a form and manner satisfactory to BFL

36. In the event it is found that extra payments have been made by BFL on account of any discrepancies in the Status Report and/or Commission Statement or otherwise, the Service Provider shall promptly reimburse to BFL all extra amounts paid by BFL and/or the same shall be adjusted by BFL in the future payment(s) to be made by BFL.

37. **Customer Communication Guidelines** : In addition to the code of conduct, the following guidelines should be adhered to by all the individuals / persons / associates / agents of the Service Provider (hereinafter referred to as “**Representatives**”) authorized to represent BFL for collection of dues from the Customers. In case of failure to comply with these guidelines, an appropriate and strict disciplinary action shall be taken against such person and the Service Provider.

(i) Treat the Customer with dignity. During all the conversations – communication (over telephone / in writing / during visits) professionalism and transparency should be displayed and the Representatives should not treat it as personal.

(ii) Use the language which the Customer understands and use the language of Customer’s choice. Strictly avoid use of tough / aggressive / threatening / abusive language, either verbal or in writing. Care should be taken to strictly avoid threatening /harassing /irritating the Customer.

(iii) In case any Customer resorts to abusive or threatening tactics, the Representatives should document it and promptly inform name of such Customer to BFL.

(iv) Representatives are not authorized to send any written communication to Customer by any mode (e-mail, letter, electronic messages, social media, etc.). If Customers are required to be communicated on e-mails / letters / electronic messages, Representatives should send a request to BFL along with reasons and requirement for any written communication.

- (v) Representatives should not promise or commit any type of written communication on behalf of BFL.
- (vi) Representative should not mislead the Customer on the action proposed and consequences thereof.
- (vii) Representative should not mislead the Customer about their true business or organization name, or falsely represent or imply that the Representative is an attorney, government official, officer of any court, police station, etc.
- (viii) Without prior written permission from BFL, Representative should not make any promise or commitment to any Customer on behalf of BFL.

**SCHEDULE C  
FEE/COMMISSION LETTER**

**Date:**

**[AMIT KUMAR VERMA]**

**[SINHA VILLA SHIVPURI HAKPARA SAHARSA SAHARSA]**

**Ref: Agreement dated 02/26/2023 09:59:56 between 02/26/2026 09:59:56 and Bajaj Finance Limited**

**Dear Sir/Madam,**

This letter ("Fee/Commission Letter") is with reference to and further to the Agreement (the "Agreement") dated StartDate entered between the "Service Provider" and Bajaj Finance Limited ("BFL").

In connection with, and in consideration of the Services rendered by the Service Provider to BFL under the said Agreement, it has been agreed between the Parties that BFL will pay the following Fees/Charges to the Service Provider:

<b>Fees</b>	<b>Insert the fee details</b> The Collection Service Fees payable to the Service Provider shall be paid as per the rates, targets and slabs mentioned in Clause 6 & Schedule B (para 29) of communicated from time to time by BFL and the same shall be final and binding on Service Provider
<b>Type of Service provided by Service Provider</b>	Collection Services

The Fees described above shall be subject to the terms of the Agreement and is exclusive of any and all applicable taxes, duties, cess and levies.

Any further amendments to this Fee Letter shall be made by the authorized representatives of the Parties in writing either by way of emails or exchange of letters.

This Fee/Commission Letter shall be construed as an integral part of the Agreement and shall be read alongside it. The Parties agree that notwithstanding anything contained in this Fee Letter to the contrary, the parties shall continue to be bound by the terms and conditions of the Agreement and unless otherwise defined herein, capitalized terms shall have the same meanings as specified in the Agreement.

**For Bajaj Finance Limited**

**By:**

**Name:**

**Designation:**

## SCHEDULE D

### FORMAT OF NO DUES CERTIFICATE TO BE SUBMITTED BY THE SERVICE PROVIDER

(to be issued on the Service Provider letterhead, if any)

Date:

To,  
Bajaj Finance Limited Personnel Name  
Bajaj Finance Limited  
S No. # 208 / 1-B 4th Floor  
Viman Nagar  
Pune – 411014

Dear Sir/Madam,

**Sub: No Dues Certificate cum declaration in respect of the payouts**

This is to certify that as per the terms of the Agreement between AMIT KUMAR VERMA and Bajaj Finance Limited (“BFL”) dated 26/02/2023 for the financial year ending on 26/02/2026, we have provided Services to BFL under the Agreement including in the nature of business sourcing of the amount mentioned in the table below:-

SrNo.	Month	Basic Amount	TDS
1			
2			
3			

This is to further certify that BFL has no dues or outstanding amounts owing to AMIT KUMAR VERMA as per the terms of the Agreement between AMIT KUMAR VERMA and BFL dated 26/02/2023 for the financial year ending on 26/02/2026. Any and all monies payable by BFL for the said term have been paid and settled by BFL in full to AMIT KUMAR VERMA.

For [Service Provider]

Name:

Designation:

## SCHEDULE E

### Model Code of Conduct (“Code”) for the Service Provider (APPLICABLE TO COLLECTION AGENCY)

#### INDEX

1. Applicability
2. Tele-calling a prospect
3. When you may contact a prospect on telephone
4. Can the prospect's interest be discussed with anybody else?
- 5 Leaving messages and contacting persons other than the prospect
6. No misleading statements/mis-representations permitted
7. Telemarketing etiquettes
8. Gifts or bribes or Unethical behavior
9. Precautions to be taken on visits / contacts
10. Other important aspects - appearance & dress code
11. Handling of letters & other communication
12. Declaration cum undertaking

#### 1. Applicability

Upon adoption and inclusion as part of agreement between Bajaj Finance Limited (“**BFL**”) and the Service Provider (“**Service Provider**”), this code will apply to all persons involved in marketing and distribution of any loan or other financial product of BFL. The direct selling agent (“**Service Provider**”) and its tele-marketing executives (“**TMEs**”) and field sales personnel, namely, business development executives (“**BDEs**”) must agree to abide by this code prior to undertaking any direct marketing operation on behalf of BFL. Any TME/BDE found to be violating this code may be blacklisted and such action taken be reported to BFL from time to time by the Service Provider. Failure to comply with this requirement may result in permanent termination of business of the Service Provider with BFL and may even lead to permanent blacklisting by the industry.

A declaration to be obtained from TMEs and BDEs by the **Service Provider** before assigning them their duties is annexed to this Code.

#### 2. Tele-calling a prospect (a prospective customer)

A prospect is to be contacted for sourcing a BFL product or BFL related product only under the following circumstances:

When prospect has expressed a desire to acquire a product through BFL's internet site/call Centre/branch or through the relationship manager at BFL or has been referred to by another prospect/customer or is an existing customer of BFL who has given consent for accepting calls on other products of BFL.

When the prospect's name/telephone no/ address is available and has been taken from one of the lists/directories/databases approved by the Service Provider manager/team leader, after taking his/ her consent.

The TME should not call a person whose name/number is flagged in any "do not disturb" list made available to him/her.

### **3. When you may contact a prospect on telephone**

Telephonic contact must normally be limited between 0930 Hrs and 1900 Hrs. However, it may be ensured that a prospect is contacted only when the call is not expected to inconvenience him/her. Calls earlier or later than the prescribed time period may be placed only under the following conditions:

When the prospect has expressly authorized TME/BDE to do so either in writing or orally

### **4. Can the prospect's interest be discussed with anybody else?**

Service Provider 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.

### **5. Leaving messages and contacting persons other than the prospect.**

Calls must first be placed to the prospect. In the event the prospect is not available, a message may be left for him/her. The aim of the message should be to get the prospect to return the call or to check for a convenient time to call again. Ordinarily, such messages may be restricted to:

Please leave a message that \_\_\_\_\_ (Name of officer) representing Service Provider called and requested to call back at \_\_\_\_\_ (phone number)"

As a general rule, the message must indicate:

That the purpose of the call is regarding selling or distributing a financial product of BFL

### **6. No misleading statements/misrepresentations permitted**

TME/BDE should not -

Mislead the prospect on any service / product offered;

Mislead the prospect about their business or organization's name, or falsely represent themselves. Make any false / unauthorised commitment on behalf of BFL for any facility/service.

### **7. Telemarketing Etiquettes**

PRE CALL No calls prior to 0930 Hrs or post 1900 Hrs unless specifically requested.

- No serial dialing
- No calling on lists unless list is cleared by team leader

PRE CALL

No calls prior to 0930 Hrs or post 1900 Hrs unless specifically requested.

- No serial dialing
- No calling on lists unless list is cleared by team leader DURING CALL
- Identify yourself, your company and your principal
- Request permission to proceed
- If denied permission, apologize and politely disconnect.
- State reason for your call
- Always offer to call back on landline, if call is made to a cell number
- Never interrupt or argue

- To the extent possible, talk in the language which is most comfortable to the prospect
- 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 bank officer contact details if asked for by the customer.
- Thank the customer for his/her time

#### POST CALL

- Customers who have expressed their lack of interest for the offering should not be called for the next 3 months with the same offer
- Provide feedback to BFL on customers who have expressed their desire to be flagged "Do Not Disturb"
- Never call or entertain calls from customers regarding products already sold. Advise them to contact the Customer Service Staff of BFL.

#### **8. Gifts or bribes**

TME/BDE's must not accept gifts from prospects or bribes of any kind. Any TME/BDE offered a bribe or payment of any kind by a customer must report the offer to his/her management.

#### **9. Precautions to be taken on visits/ contacts**

BDE should:

Respect personal space - maintain adequate distance from the prospect.

Not enter the prospect's residence/office against his/her wishes;

Not visit in large numbers - i.e. not more than one BDE and one supervisor, if required.

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 should end the visit with a request for the prospect to call back.

Provide his/her telephone number, supervisor's name or the concerned bank officer's contact details, if asked for by the customer.

Limit discussions with the prospect to the business - Maintain a professional distance.

#### **10. Contact with Customer**

- (i) Customer should be contacted at an appropriate time;
- (ii) Customer should be contacted ordinarily at the place of his choice and in the absence of any specified place at the place of his residence and if unavailable at his residence, at the place of business/ occupation;
- (iii) Customer privacy should be respected;
- (iv) Interaction with the Customer should be in a polite and civilised manner;
- (v) Customer's request to avoid calls at a particular time or at a particular place should be honoured as far as possible;

- (vi) Customer should be provided with the information regarding his dues;
- (vii) Reasonable notice would be given before repossession of security and its realization;
- (viii) All assistance should be given to resolve disputes or differences in a mutually acceptable and in a normal manner;
- (ix) During visit to the Customer 's place for collection of dues, decency and decorum should be maintained;
- (x) Inappropriate occasions such as bereavement in the family or such other calamitous occasions should be avoided for making calls/ visits to collect dues;
- (xi) Strictly avoid any appearance which may suggest any criminal intimidation or threat or violence;
- (xii) The Service Provider and/or its employee/s while collecting the amount due should:
  - a. not resort to any false, deceptive or misleading representation,
  - b. not falsely represent or imply that he or she is connected with or affiliated with any of the governmental or judicial authority,
  - c. not falsely represent the character, amount, or legal status of the debt,
  - d. abstain from using any identification which can lead to wrong representation.
- (xiii) In case of non-adherence to the above-mentioned terms, the Service Provider will be solely responsible for consequences, if any, arising therefrom.
- (xiv) The Service Provider or its employees should be appropriately dressed and well groomed

<b>Key Areas</b>	<b>Do's</b>	<b>Don'ts</b>
<b>i) Appearance</b>	Well groomed with proper hair cut Clean shave, well maintained beard	
<b>ii) Dress Codes</b>	Light color shirts, well ironed shirt, shirt sleeves preferably buttoned down. Well ironed, creased trousers of dark shade In winter, a coat / plain pullover Formal Shoes	
<b>iii) Belongings</b>	Daily Collection RunRate (DCR) Sheet Receipt Book Minimal Stationary Code of Conduct	



<p><b>iii) Belongings</b></p>	<p>Daily Collection RunRate (DCR) Sheet Receipt Book Minimal Stationary Code of Conduct</p>	
<p><b>iv) Ethics</b></p>		<p>Service Provider should not make any verbal or written promises to customer, without supervisor / company, on matters outside his purview or an adhoc settlement / product features.</p>
<p><b>v) Confidentiality</b></p>		<p>Unauthorized information written or verbal cannot be divulged to any Customer/competitor/any other person (for eg: Photocopy of stat card, showing previous trails of Customers.</p>
<p><b>vi) Process/ Product Discipline</b></p>	<p>Service Provider will perform their role within the framework of the instructions issued to it in terms of process notes and specifics of collection action based on the product.</p>	

<p><b>vii) Maximize Effectiveness</b></p>	<p>Service Provider will strive to maximize the effectiveness of the visits by pre visit preparation and result orientation in order to improve results. Will document result in visit/action taken.</p>	
<p><b>viii) Proximity</b></p>	<p>Maintain a reasonable distance from the Customer.</p>	<p>No physical contact with the Customer. No obstruction to Customer movement.</p>

**11. Other important aspects - Appearance & Dress Code**

BDE's must be appropriately dressed -

For men this means:

- Well ironed trousers;
- Well ironed shirt, shirt sleeves preferably buttoned down.

For women this means:

- Well ironed formal attire (saree, suit, etc);
  - Well-groomed appearance.
- Jeans and/or T Shirt, open sandals are not considered appropriate.

**12. Handling of letters & other communication**

Any communication sent to the prospect should be only in the mode and format approved by BFL.

**13. Declaration cum** undertaking to be obtained by the Service Provider from TMEs/

BDEs employed by them in the following format:

\_\_\_\_\_  
\_\_\_\_\_

Re: Code of Conduct [Annual Certificate - TO BE GIVEN BY THE SERVICE PROVIDER ON ITS LETTER HEAD]

Dear Sir,

I am working in your company as a \_\_\_\_\_. My job profile, inter-alia, includes offering, explaining, sourcing, and assisting documentation of products and linked services

to prospects of BFL.

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

I confirm that I have been explained the contents of the Code and I have read and understood and agree to abide by the Code.

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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Signature \_\_\_\_\_ Name \_\_\_\_\_