

SUB- DSA SERVICE AGREEMENT

This Agreement is made and executed at _____ on this _____ day of _____, 2022.

BY AND BETWEEN RealMoney Advisory Solutions Pvt. Ltd., a company registered under the provisions of the Companies Act, 1956 and having its registered office at Office No. 101, 1ST Floor, Shyam Anukampa, Ashok Marg, C-Scheme, Jaipur-302001 (Raj.) (hereinafter referred to as the company, which expression shall where the context admits include its successors, assigns and attorneys of the One Part)

AND

WHEREAS Real Money Advisory Solutions Pvt. Ltd is a company engaged in financial consulting and providing various financial services to its customers in India and provides one step solution for all types of loans and cards in India including personal loans, home loans, credit cards, education loans, car loans, loan against property etc.

AND for the purposes of its business activities, the company requires the certain vital and confidential information about the credit worthiness of its prospective customers and also relevant details about their net worth, business interests, assets, etc. and for the said purpose the company is desirous of appointing a sub-direct selling associate (hereinafter shall be referred to as SUB- DSA) to provide the necessary required information to the company. The company requires SUB-DSA's for marketing of its products and services in the cities across India for the purposes of marketing and selling the products and services of the company and connecting new and prospective customers with the company in the manner as specified under the agreement.

The SUB- DSA has represented and offered to the company that it has the necessary skill, experience, expertise and infrastructure to act as the Direct Selling Associate of the company under the laws and regulations applicable to the SUB- DSA to market the Products and Services, within the Territory.

AND the company, based on the representations made by the SUB- DSA, has accepted the said offer and hereby engages the SUB- DSA as its Direct Selling Associate, to market the Products and Services within the Territory, on a non-exclusive basis and subject to the terms and conditions contained hereunder

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. SCOPE:

The company hereby engages the SUB- DSA as its Direct Selling Associate, on a nonexclusive basis, to market and canvass the Products and Services to potential customers and to introduce potential customers to the company, within the Territory.

2. TENURE OF THE AGREEMENT

This Agreement shall come into force on _____'2022 and shall continue unless terminated earlier. Notwithstanding this either party hereto can terminate the agreement by giving one month notice in writing to the other party.

3. DUTIES AND RESPONSIBILITIES OF THE SUB- DSA

3.1 SUB- DSA shall increase the business of COMPANY and to represent the interest of COMPANY properly through systematic canvassing, marketing of the Products and Services to potential customers within the Territory and assisting COMPANY in schemes for publicising the activities of COMPANY, as and when required by COMPANY The SUB- DSA shall introduce the potential customers to COMPANY to enable the customers to enter into agreements directly with COMPANY.

3.2 SUB- DSA shall provide such assistance and support to COMPANY during advertising campaigns, mailers, loan melas or any such other promotional activities, as and when so required by COMPANY.

3.3 The SUB- DSA shall assist COMPANY in completing the documentation and other security arrangements between COMPANY and the customers.

3.4 The SUB- DSA shall also be responsible, as and when requested by COMPANY, to assist COMPANY in recoveries of outstanding dues from defaulting customers, if any, in the manner as required by COMPANY in writing from time to time.

3.5 The SUB- DSA shall abide by the Code of Conduct, Ethics and Business Principles (“the Code”) as prescribed by COMPANY from time to time. The present Code is reproduced below which may be modified by the Company at its sole discretion.

CODE OF CONDUCT, ETHICS AND BUSINESS PRINCIPLES FOR Sub- DIRECT SELLING ASSOCIATES OF “THE COMPANY.”

The purpose of this Code is to emphasize the sense of responsibility among SUB-DSAs of THE COMPANY, and among their sales staff/ representation and to encourage the highest level of ethical business conduct among all participants in the direct selling industry. SUB- DSA must adhere to strict Codes of Conduct in their dealings with consumers and their representatives, sales staff and independent sales contractors.

These provisions include:

1. SUB- DSA and its sales staff/ representatives shall commit themselves to the high standards of ethical conduct and standards in their dealings with consumers and shall abide by the spirit and letter of this code. SUB- DSA shall conform to the principles of fair competition as generally accepted in business and law, particularly concerning:

The methods and approach used to market THE COMPANY’s products and services as agreed with THE COMPANY;

The methods of presentation and demonstration of the product and services The information on the product to be given to the customer.

The methods and approach used to recruit sales staff, their efforts and obligations to train and educate; Their sales staff; Their general approach to and treatment of customers in the direct selling industry.

2. SUB- DSA shall not engage in any deceptive, fraudulent, unlawful, illegal or unethical practice. SUB- DSA shall ensure that no statements, promises or testimonials are made which are likely to mislead THE COMPANY / customers.

3. SUB- DSA shall truthfully identify themselves, their company, the products and services of THE COMPANY and the purposes of their solicitation to the prospective customer.

4. The terms of the offer of products or services by the SUB- DSA shall be clear, so that the customer may know the exact nature of what is being offered and the commitment involved in the availing or accepting the offer and, in particular, SUB- DSA shall be accurate and truthful as to any representation or offer made. SUB- DSA shall make every effort to assist the customer to evaluate the nature of the products and services. SUB- DSA shall be organized and operated so as not to: Create confusion in the mind of the customer, or Abuse the trust of the customer, or Exploit the lack of experience and knowledge of the customer.

5. SUB- DSA shall give sufficient time for the customer to read the entire contract form thoughtfully and without harassment. Where SUB- DSA sales staff notice the consumer has difficulty understanding the real meaning of clauses in the contract or of any aspect of the offer or sale in general, they shall, wherever possible provide the required explanations, or allow the consumer time to obtain other assistance for proper understanding prior to the signing of the order or contract. The demonstration or explanation of the product shall, as far as possible, be responsive to the needs of the individual consumer.

6. SUB- DSA shall not make statements nor condone statements, by inaction or otherwise, of any of its customers that contain false, misleading, unwarranted or exaggerated claims, either directly or by implication. For example, if a competitors name or product is used, it shall be used only in the context of a factual comparison and significant terms of value.

7. SUB- DSA shall not be intrusive and shall respect the privacy of the customers. Contact (whether personal or by telephone or through online) with the customer

shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness. A contact, demonstration or presentation shall be discontinued immediately upon the request of the customer. The right of the customer to refuse further discussion shall be scrupulously respected. SUB- DSA shall abide by the code of conduct for SUB- DSA as attached hereto.

8. To guide SUB- DSA's sales staff or representatives in dealing with the consumer, and with each other, SUB- DSA shall make available to their sales staff or representative the Code of conduct. SUB- DSA shall ensure that each of its sales staff or representatives becomes familiar and complies with the contents of these Codes.

9. In the event any customer shall complain that the sale staff or representative of the SUB- DSA offering the products or services of THE COMPANY has engaged in any improper course of conduct pertaining to marketing of the products or services, the SUB- DSA shall promptly investigate the complaint and shall take such steps as it may find appropriate and necessary under the circumstances to cause the redress of any wrongs which its investigation discloses to have been committed. SUB- DSA will be considered responsible for code violations or breaches by its sales staff or representatives.

10. SUB- DSA shall commit to abide by all applicable laws, rules and regulations. Notable among SUB- DSA, however, is the belief that all business dealings must be carried out at a level well above the minimum required by law. Integrity and customer satisfaction shall be the two most valued objectives of the SUB- DSA.

11. SUB- DSA or its Sales staff/ representatives shall not do anything or refrain from doing something that would be detrimental to or against the interest of THE COMPANY.

12. SUB- DSA should not – Mislead the Prospect on any service / product offered; Mislead the prospect about their business or organization or falsely represent them. Make any false /unauthorized commitment on behalf of the company.

13. SUB- DSA must not accept gifts from prospect or bribes of any kind. Any SUB- DSA offered a bribe or payment of any kind by a customer must report the offer to his/her management.

14. Precautions to be taken on visits/ contacts.

SUB- DSA 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 SUB- DSA and one supervisor if required.
- Respect the prospect's privacy.
- If the prospect is not present and only family member/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.

15. Appearance & Dress Code

SUB- DSA 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.

Any communication sent to the prospect by the SUB- DSA should be only in the mode and format approved in writing by THE COMPANY.

3.5 The SUB- DSA shall not have any power to enter into any contracts or agreements directly with the customers and such contracts in respect of any Product or Services shall be entered into only by THE COMPANY and it's banking partners. Canvassing to the prospective customers shall be done on the terms and conditions which THE COMPANY stipulate from time to time and THE COMPANY

shall not be bound by any representations of any benefits that the SUB- DSA may make or have made to the prospective customers on behalf of THE COMPANY or it's banking partners. The SUB- DSA shall not deal with the customers of THE COMPANY for promoting any other product / service other than the product / service authorised by THE COMPANY.

3.6 The SUB- DSA shall submit all such documents/papers to THE COMPANY that he has collected from the prospective customer. The SUB- DSA shall not insist for any such document from the customer which is not required as per the policy document of THE COMPANY or it's banking partners or specially instructed for processing of the proposal.

3.7 The SUB- DSA shall not collect any payment from the customer on behalf of THE COMPANY or it's banking partners. Payments made by the customer towards advance processing fee or any other charges shall be collected only by an employee of THE COMPANY or it's banking partners under due acknowledgement to the customer.

3.8 It is clearly understood by the SUB- DSA that the SUB- DSA is not authorised to: - Hold out any promises to applicants or guarantees of acceptance of their applications for any facility, Product or Service by THE COMPANY or it's banking partners. - Collect/ levy any fees and/ or other monies from applicants, except in cases where the SUB- DSA is specifically authorised by THE COMPANY or it's banking partners to do so.

3.9 The SUB- DSA shall not appoint any Sub-SUB- DSA or otherwise transfer any of its rights and obligations under this Agreement to any third party, unless with the prior written consent of THE COMPANY.

3.10 The SUB- DSA shall also submit its financial statements, reports, information, data, documents etc., periodically and in the manner and when required by THE COMPANY.

3.11 The SUB- DSA shall mandatorily make use of the company proprietary CRM (Customer Relationship Management) software to manage their business.

3.12 The SUB- DSA shall regularly update their leads' progress in the CRM for the company to track and measure their performance.

3.13 The SUB- DSA shall not share the leads passed to him/her by the company with anyone outside the CRM unless explicitly told to do so in writing by the company.

4. THE COMPANY' DISCRETION TO REJECT –

THE COMPANY may, at its absolute discretion, accept or reject any proposal or introduction made by the SUB- DSA and the decision of THE COMPANY in this regard shall be final. All proposals generated by the SUB- DSA in the course of increasing the business of THE COMPANY will only be referred to THE COMPANY

5. SUB- DSA TO COMPLY WITH LAW AND INSTRUCTIONS OF THE COMPANY –

6.1 The SUB- DSA shall always act in conformity with all applicable laws, rules and regulations and all instructions, (general, specific or special) as and when provided to the SUB- DSA by THE COMPANY. These instructions may be amended, added, modified or revised by THE COMPANY from time to time and shall be communicated to the SUB- DSA who shall comply with them. It shall be the responsibility of the SUB- DSA to convey the instructions/ guidelines and the amendments, additions, modifications, revisions as the case may be to its employee, staff and personnel and ensure that they are strictly adhered to.

6. INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY –

6.1 All intellectual property rights, including without limitation trademarks, trade name, service marks, logo, copyrights, advertising copy, material, graphics, software etc., will remain the sole property of THE COMPANY. On a case to case basis, THE COMPANY may, at its absolute discretion, permit the use of its name and logo on the business cards and other stationery materials used by the SUB- DSA. However, the usage of THE COMPANY's name and logo shall be solely for the purposes described in this agreement and will be subject to express prior written approval of THE COMPANY and on the terms stipulated by THE COMPANY. It is specifically made clear to the SUB- DSA that such usage of the name and logo by

the SUB- DSA shall not create any right, title or interest in respect of the name, logo or intellectual property in favour of the SUB- DSA.

6.2 The Associate shall not:

6.2.1 do or omit to do any act or thing which may in the opinion of THE COMPANY bring the name of THE COMPANY or their corporate logo/brand image into disrepute or which may damage, conflict with or is detrimental to the interests of THE COMPANY;

6.2.2 make statement, representation or claim and shall give no warranty to any person in respect of the products save as may be specifically authorized in writing THE COMPANY ;

6.2.3 at any point of time collect cash /instruments from the prospective customers of THE COMPANY or represent THE COMPANY in any form whatsoever.

6.2.4 The SUB- DSA shall use the letter-head, invoices, signs boards, signage, display materials, literature and other items (collectively "Materials") containing the name and logo of THE COMPANY only as approved in writing by THE COMPANY and only in connection with this Agreement. Immediately upon termination of this Agreement, SUB- DSA shall desist from using such Materials and return to it to THE COMPANY forthwith.

7. TABLETS TO BE RETURNED BY THE SUB- DSA ON THE EVENT OF TERMINATION

In the event of termination of this Agreement in accordance with the provisions of this Agreement by either party for any reason whatsoever, the SUB- DSA shall forthwith return to the company all materials including the tablets documents/ papers/ monies/ authorization letters/ properties of the Company forthwith on termination of this Agreement.

8. NON-EXCLUSIVITY - The SUB- DSA understands and hereby acknowledges that this Agreement entered into between THE COMPANY and the SUB- DSA does not provide any exclusive right to the SUB- DSA to get contract jobs from THE COMPANY and that THE COMPANY is free to engage as many direct selling

associate(s) or agents, whether similar or otherwise, and enter into agreements with any other person/ firm/ company as may be deemed fit by THE COMPANY.

9. RELATIONSHIP –

9.1 This Agreement shall be governed by the specific provisions to the agency as laid down in the Indian Contract Act and nothing contained in this Agreement or any instructions/ guidelines that may be issued by THE COMPANY from time to time shall be construed to create any relationship of joint venture, partnership, Master and Servant or Employer and Employee as between THE COMPANY on the one hand and the SUB- DSA on the other or between either party hereto and the employees/staff/personnel of the other party. The parties understand clearly and agree that this Agreement covers only specific jobs to be carried/ performed by the SUB- DSA.

9.2 The SUB- DSA and its/his/her Personnel/employee/staff shall not be entitled by act, word, deed or otherwise to make any statement on behalf of THE COMPANY nor in any manner to bind THE COMPANY or to hold out or represent that the Associate / the Personnel is acting as an employee of THE COMPANY. The activities of the Associate and the Personnel shall not be construed to be that of THE COMPANY.

9.3 The SUB- DSA undertakes to ensure that its/his/her Personnel/employee/staff will have no claim whatsoever against THE COMPANY and shall not raise any industrial dispute either directly or indirectly, with THE COMPANY in respect of any of their service conditions or otherwise.

10. INDEMNITY –

10.1 The SUB- DSA shall indemnify THE COMPANY and keep THE COMPANY fully indemnified and harmless against any loss, claim, action, proceeding, damages, expense or cost that any customer or any other person whomsoever may make against THE COMPANY in respect of any breach, violation, act of omission or commission by the SUB- DSA or its employee(s), staff, personnel or representative(s) under this Agreement and/ or any instructions that may be given by THE COMPANY to SUB- DSA.

10.2 The SUB- DSA shall indemnify and keep THE COMPANY fully indemnified and harmless against any loss, action, proceeding, damages, expense, cost, claim or damages that any customer or any other person whatsoever may make against THE COMPANY

11. CONFIDENTIALITY –

11.1 The SUB- DSA shall maintain all data, facts and information which the SUB- DSA and/or its/his/her Personnel/ employee/ staff may come to know or receive under this Agreement, whether orally or in writing or electronic form, in strict confidence and shall not disclose it to any person, individual or entity. Confidential Information shall mean all information relating to THE COMPANY, its affiliates, products and services etc., which is not in the public domain. All communications between the parties or any of them and all information and other material supplied to or received by or sent by the SUB- DSA from or to THE COMPANY and/ or any information concerning the business transaction coming to the knowledge of the SUB- DSA and/ or the confidential relationship between THE COMPANY and the SUB- DSA under this Agreement shall be kept confidential by the SUB- DSA and by the employee, staff, representative, personnel and any other person engaged by the SUB- DSA, unless it is absolutely essential for the SUB- DSA to disclose them with the prior specific approval of the Bank.

11.2 The SUB- DSA undertakes and will ensure that its/his/her Personnel/ employee/ staff undertakes that the Confidential Information shall be kept secret at all times and shall not be disclosed at any time, in whole or in part, to any person or used for any purpose other than strictly for the performance of the SUB- DSA's obligations hereunder, that it / they shall take all necessary action to protect the Confidential Information against misuse, loss, destruction deletion and alteration and shall limit access to the Confidential Information to only such of its/his/her Personnel/ employee/ staff who need to know the same to fulfil the SUB- DSA's obligations.

11.3 The SUB- DSA irrevocably agrees and undertakes that it shall not and ensure that its Personnel, employee or staff shall not:

11.3.1 make or have made nor retain any copy or record howsoever created (including duplicate copy, photocopy, facsimile, magnetic copy, etc.) of any of the Confidential Information disclosed or submitted other than as may be required for the performance of the SUB- DSA's obligations under this Agreement;

11.3.2 use or permit the use of the Confidential Information in any way which may be harmful to or against the best interests of THE COMPANY or its customers;

11.3.3 Commercially exploit the Confidential Information nor use the Confidential Information for economic or other benefits, either directly or indirectly.

11.4 The SUB- DSA hereby agrees to notify THE COMPANY promptly of any unauthorized or improper use or disclosure of the Confidential Information.

11.5 SUB- DSA shall ensure to forthwith inform THE COMPANY in the event any of its staff, employee, personnel or representative is transferred, shifted or changed or if the employment/services of such staff, employee, personnel or representative is terminated.

11.6 The SUB- DSA hereby unconditionally undertakes and shall ensure that its Personnel, staff and employees, not to disclose or publish the existence of the terms or conditions of this Agreement to any third party unless such disclosure or publication is strictly required by law

12. CONSEQUENCES OF FRAUD/BREACH - The SUB- DSA hereby acknowledge that in the event of any fraud, misrepresentation, gross negligence, willful misconduct and violation of any provision of this Agreement on the part of SUB- DSA, then in such case THE COMPANY shall recover the amount of loss and damage that THE COMPANY or its associate bank may suffer as a result of above activities from the SUB- DSA/Associate Partner.

Nothing contained herein shall restrict the rights of THE COMPANY to pursue any other remedy at law or in equity with respect to such activities.

The SUB- DSA/ Associate shall be entirely responsible for any wilful fraud or misrepresentation.

13. **ASSIGNMENT** - The SUB- DSA shall not assign any of her/his/its rights and obligations hereunder to any person or party without the explicit prior written consent of THE COMPANY in this regard.

14. **NOTICE IN WRITING** - Any notice by either party to the other party shall be in writing and delivered at the address of the other party given herein below.

Address of THE COMPANY: No. 101, 1ST Floor, Shyam Anukampa, Ashok Marg, C-Scheme, Jaipur-302001 (Raj.)

Address of the SUB- DSA:

15. **TERMINATION** –

15.1 This Agreement if not renewed shall stand terminated on the expiry of the tenure of this Agreement as specified under clause 2 hereof , unless the term has been extended for further period(s) by mutual consent of the parties hereto by giving one month's notice in writing prior to the expiry hereof or earlier termination hereof as hereinafter provided.

15.2 This Agreement may be terminated by either party at any time by issuing to the other party, thirty days notice in writing, without assigning any reasons therefore. Provided however, any rights and/ or obligations including any obligation to make payment/s that may have become due, of both parties prior to the date of receipt of the notice of termination of this Agreement by THE COMPANY shall not be prejudiced and such rights and obligations shall be enforceable inspite of the termination of this Agreement.

16. **THE COMPANY** may terminate this Agreement immediately at any time hereafter on the happening of any one or more of the following events:

- a) The SUB- DSA becoming incapable of carrying out the terms of this Agreement or its duties hereunder;
- b) The SUB- DSA becoming bankrupt or make composition with its Creditors or go into liquidation either voluntary or Compulsory, or should its position at any time be such that. In the opinion of THE COMPANY it is inexpedient for the SUB- DSA to Continue to act as direct selling associate;
- c) Any execution or injunction being levied or ordered upon the SUB- DSA's goods or property.
- d) The SUB- DSA or any of its staff, employee, personnel or Representative committing a violation or breach of any of the Terms and conditions stipulated in this Agreement.
- e) The SUB- DSA misrepresenting THE COMPANY or it's banking partners or do any such act or deed which is detrimental to the interest of THE COMPANY or it's banking partners. SUB- DSA shall be solely responsible for the conduct, acts of omission or commission of its staff, employee, personnel or representative.

17. CONSEQUENCES OF TERMINATION –

17.1 Upon the termination or expiration of this agreement for any reason, the SUB- DSA shall:

1. Immediately cease to operate as SUB- DSA and not hold itself in any way as Direct Selling Associate of THE COMPANY, and refrain from any action that would or may indicate any relationship between it and THE COMPANY.
2. Return to THE COMPANY, forthwith all Material, documents, confidential information, statements and all other property of THE COMPANY.

18.2 The expiration or termination of this Agreement shall be without prejudice to the accrued rights of THE COMPANY.

18. ARBITRATION AND JURISDICTION –

18.1 All disputes and / or claims and / or questions whatsoever which shall arise during the continuance of this Agreement or afterwards either between the parties hereto or their respective representatives touching these presents, or the construction or application thereof, or any clause or thing herein contained, or any account or liability between the parties hereto, or as to any act, deed or omission of any party hereto in any way relating to these presents, shall be referred to arbitration to be conducted in accordance with the rules of arbitration and conciliation of the Arbitration and Conciliation Act, 1996 or any law pertaining to domestic arbitration as prevailing and in force at the time of such dispute/claim or question. The proceedings of such arbitration shall be held at Jaipur.

18.2 All legal proceedings shall be subject to the exclusive jurisdiction of the Courts at Jaipur.

19. SEVERABILITY –

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

20. COUNTERPARTS –

This Agreement has been signed in as many counterparts as are necessary, each of which shall be deemed to be an original.

21. HEADINGS

The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written. SIGNED AND DELIVERED by

For THE COMPANY- Real Money Advisory Solution Pvt. Ltd. }

Mr. Rajeshwer Tiwari - Director}

SIGNED AND DELIVERED by the SUB- DSA
