

Service Agreement

This service agreement (the “**Agreement**”) is entered into on the **28 Day of October 2021** (the “**Effective Date**”).

BETWEEN

SURAJ FINVEST PRIVATE LIMITED, (PAN No. AACCM2617E) a Company under the meaning of The Companies Act, 2013 having its registered office at **Emami Tower, 687, Anandapur EM Bypass Ruby, Kolkata, West Bengal – 700107**, hereinafter called the “**Company**” represented by its ~~Director~~ / Authorized Signatory _____ (which expression shall unless excluded or repugnant to the context mean and include its heirs, executors, administrators, successors in interest and/or business, assignees, etc.) party of the **FIRST PART**.

AND

(Name of the ~~individual~~ / entity) _____ an individual / Partnership Firm/ proprietorship entity/ limited liability partnership / Private limited Company/ Limited Company having (PAN No. _____) having its/his/her office at _____ hereinafter called the “**Service Provider**” represented by its Partner /Director _____ (which expression shall unless excluded or repugnant to the context mean and include its heirs, executors, administrators, successors in interest and/or business, assignees, etc.) party of the **SECOND PART**.

WHEREAS, both the parties collectively shall be called as the parties;

WHEREAS, the Company is engaged in Non- Banking Financial Activity and is an NBFC–ND–SI registered with the Reserve Bank of India (“the RBI”), wherein the Company is involved mainly in Lending and Investment activities and it requires various professional services and advise from tie to time in relation to its business and compliances;

WHEREAS, Service Provider agrees to represent Company and perform the Services requested herein;

WHEREAS, the Service Provider is in the profession of ~~accountancy~~ / legal possession / consultancy / any other (_____) and provides all requisite services required by the Company.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Article 1 – Definitions

The following terms shall have the meanings ascribed to them herein below each time they are used in this agreement or in connection with the performance thereof:

“Agreement” shall refer to this Service Agreement and the appendices hereto which form an integral part hereof;

“Affiliated / Entities” shall mean all entities that have relation to the Parent Company including but not limited to ultimate holding company, subsidiary, joint venture, associate, common shareholders, and their related entities.

“CIC Master Direction” shall refer to Master Direction - Core Investment Companies (Reserve Bank) Directions, 2016, as amended from time to time

“Confidential Information” means any and all information that is disclosed by the Company to the Service Provider and that relates to a Party’s business or the Parties’ business relationship hereunder, including, but not limited to, information concerning finances, products, services, customers and suppliers, etc. Any Confidential Information disclosed in tangible form shall be marked as “CONFIDENTIAL” or “PROPRIETARY” or by a similar legend by the disclosing Party prior to disclosure. Any Confidential Information disclosed orally or visually shall be identified as such prior to, concurrent with, or following disclosure and

summarized in writing by the disclosing Party to the receiving Party within thirty (30) calendar days of the disclosure.

“Company and Service Provider” as referred above shall unless repugnant to the context or meaning thereof, includes its successors in business, administrators, executors and permitted assign.

“Effective Date” means the date from which this agreement is effective;

“Group Company” means Companies in the group as defined as per the RBI Guidelines;

“NBFC Master Direction” shall refer to Master Direction - Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016, as amended from time to time;

“Parties” shall mean the Company and Service Provider and **“Party”** shall mean either the Company or Service Provider.

“Service” shall mean any act as defined by the Company from time to time.

“Taxes” shall mean the taxes and other dues described in Article 7.

“Term” means the period commencing on the Effective Date and terminating as set forth in Article 3 hereof.

Article 2 – Appointment

2.1 Subject to the terms and conditions of this Agreement, the Company hereby appoints the Service Provider as the Company’s exclusive Service Provider for _____ & any other _____ as may be required by the Company, as described more in detail in **“Annexure A”**. The Service Provider hereby accepts such appointment and agrees that Service Provider shall not use a third party to perform its obligations pursuant to this Agreement without the prior written consent of Company.

- 2.2 It is expressly agreed that the Service Provider has no authority to enter into agreement/s or make any commitments on the Company's behalf, outside the scope and limit. The authority of the Service Provider is limited to the terms specified from time to time by the Company and the Service Provider shall have no authority to sign contracts for or on behalf of the Company nor to commit the Company to any contractual obligation.
- 2.3 The Service Provider warrants to the Company that the Service Provider has the proper resources (including, but not limited to personnel and premises) to perform this Agreement. That the Service Provider within 30 days of the execution of this agreement begins the operations for the Company.
- 2.4 The Service Provider may not assign or otherwise transfer the benefit of this Agreement and this will include a change of ownership of the Service Provider or a material change in its management.

Article 3 – Term of the Agreement

This Agreement begins on the date of signing by both parties and shall remain valid till _____ unless terminated earlier through events mentioned in Article 11.

This Agreement may be renewed upon mutual consent by either party upon written request to the other party prior to the expiration of this Agreement.

Article 4 – Service Fee

- 4.1 The Service Provider shall be compensated for the Services with an amount of Rs. ~~xxxxxx~~/- (Rupees _____), and no other fee or expenses shall be paid to the Consultant, unless the Company has approved such fee or expenses in writing.
- 4.2 The Service fee varies from assignment to assignment, also from time to time, which will be mutually discussed and settled.
- 4.3 Service Fee will accrue after the submission of the assignment to the Company and will become payable as mentioned in the applicable policy issued by the Company / as per the terms mentioned in the invoice / or any

other Statutory Regulations like Goods & Service Tax Act 2017 and Micro, Small and Medium Enterprises Development Act, 2006, etc.

- 4.4 The Service Provider shall be solely responsible for any and all taxes, social security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes or other legal requirements applicable to such Service Fees or to the Service Provider. The Company will pay the Service Fees after deduction of Taxes as applicable.
- 4.5 The Service Provider shall share all the details in regards to this Agreement with the Company as and when required.

Article 5 – Mutual Obligations

- 5.1 In performing this Agreement, the Service Provider will look after the interests of the Company and act dutifully and in good faith, and in particular (but not by way of limitation) the Service Provider shall:
 - a. communicate to the Company all the necessary information available to him;
 - b. comply with all instructions given by the Company;
- 5.2 The Service Provider should not be in same business / services as that of the Parent Company and Affiliated Entities.
- 5.3 The Company reserves the right to call for necessary information / data / documents of the service provider / its entities, if required by any statutory, regulatory or government authorities with due notice and on explaining valid reasons and on production of documents.
- 5.4 The Service Provider shall also be responsible for the following specific obligations:
 - a. Place such controls and checks to ensure customer data confidentiality and service providers' liability in case of breach of security and leakage of confidential customer-related information obtained from the Company in the course of performance of its services.

- b. Contingency plans to be enacted and shared with the Company, as and when required, to ensure continuity in performance of its services.
 - c. The Consultant / service provider will obtain prior approval/consent of the Company for the use of third party experts/professionals in performance for all or part of any Assignment.
- 5.5 Service Provider shall not directly or indirectly involve itself in building up a cartel against the Company or participate directly or indirectly in a cartel which may be proposed by a/group of other Service Provider of the Company.

Article 6 – Taxes

Service Provider shall be responsible for the payment of any and all taxes incurred by the Service Provider under this Agreement. As the parties do not have an employment relationship, the Company shall not be liable for any taxes separately.

Article 7 – License

If required, the Service Provider should get the statutory license/registration, if any as per the law and/or rules of the of the respective State where the service provider is located. The Company at its own discretion and if mandatory, may ask the Service Provider to take any statutory license as and when required. Where the Service Provider fails to acquire such mandatory registration / license, the Company reserves the right to forfeit the security deposit and enforce Article 11.

Article 8 – Record Keeping

At all times during the term of this Agreement, the Service Provider shall maintain at its place of business full, complete and accurate books of account and records with regard to its activities under this Agreement.

Article 9 – Inspections and Internal Controls of Outsourced Service Provider as per NBFC Master Direction / CIC Master Direction

- I. The Company will reserve a right to seek details / documents from the Service Provider, if required by any of its internal or external auditors or by agents appointed to act on its behalf and to obtain copies of any such documents maintained by the Service Provider in relation with the services performed for the Company.
- II. The Service Provider will also ensure to allow the RBI or persons authorized by the RBI, to access the Company`s documents, records of transactions, and any other necessary information given to, stored or processed by the Service Provider within a reasonable time from the receipt of a valid requisition / request along with valid documents / communication.
- III. The RBI will also reserve the right to cause any inspection by its officers or employees or any other persons, to be made on the Service Provider and its books of accounts, if required with prior notice in relation to the service provided by the service provider.
- IV. The Service Provider will ensure that confidentiality of the client`s information is maintained even after the expiry/termination of this agreement. The Company will have the right to monitor and ensure that the Service Provider preserves documents as required by law and that its interests are protected in this regard even post termination/expiry of this agreement.
- V. Access to customer information by any deputed staff of the Service Provider shall be on a “need to know” basis i.e., limited to those areas where the information is required in order to perform the assignment allocated.
- VI. The Company will have the right to ensure that the Service Provider is able to isolate and clearly identify the Company's client information, documents, records, and assets to protect the confidentiality of the information. In instances, where the Service Provider acts as an outsourcing agent for multiple entities which are registered NBFCs, the Service Provider will place strong safeguards so that there is no comingling of information/documents, records, and assets.

- VII. The Company will 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.
- VIII. The Company will be liable for notifying the RBI immediately in the event of any breach of security and leakage of confidential customer-related information. In these eventualities, the Company will be liable to its customers for any damages.
- IX. The Service Provider shall isolate the Company's information, documents and records, and other assets in order to ensure that in appropriate situations, all documents, records of transactions and information given to the Service Provider can be removed from his possession in order to continue its business operations, or are deleted, destroyed or rendered unusable.

Article 10 – Proprietary Rights

All patents and patent applications, trademark- “EMAMI”, service marks, copyrights, trade names, and other proprietary rights in and with respect to the Company’s Products or Services are and will remain exclusively the property of the Company or its Afiliated Entities. During the term of this Agreement, the Service Provider may indicate that it is an authorized Service Provider of and may use the trademarks, service marks, logos, symbols, and trade names of the Company applicable to the Company Products or Services in connection with Service Provider’s delivery of assignment in accordance with the terms of this Agreement. All use of such trade names, trademarks, logos, and symbols shall be immediately discontinued upon the termination of this Agreement.

The Service Provider shall not remove from, alter, or add to any trade name, label, logo, decal, trademark, patent number, or serial number affixed by the Company to any of its Products. The Service Provider shall not directly or indirectly obtain or attempt to obtain at any time any right, title or interest by registration or otherwise in or to the trade names, trademarks, symbols, or designations owned or used by the Company. The Service Provider shall notify the Company of any use

of the Company's trademark or trade name, which comes to its attention that may infringe upon the Company rights and shall cooperate at the Company expense in any prosecution of such infringement.

The Service Provider shall not use any trade mark, patent, service mark, copyrights, trade name whether registered or not and any other proprietary rights of the Parent Company and/or Affiliated Entities without specific written permission from the Company. Further such permission shall define the purpose for which such usage will be allowed.

Article 11 – Termination

- 11.1 Termination by the Company: During the term of the Agreement or renewal term, the Company has the right to terminate the Agreement by giving 60 (sixty) calendar days' written notice of such termination to the Service Provider.
- 11.2 Termination by the Service Provider: During the term of the Agreement or renewal term, Service Provider can terminate the Agreement specifying reasons for the same by giving [60] calendar days written notice of such termination to the Company.
- 11.3 Termination for Breach: If the Service Provider defaults in the performance of any material obligation or commitment under this Agreement including but not limited to suspension of operation without approval, then the Company may terminate such Service Provider immediately and appoint another Service Provider in the territory.
- 11.4 Termination in case of Fraud and Misconduct: Notwithstanding anything herein to the contrary, this Agreement shall terminate with immediate effect and no payment of any fee along with service fee and security deposit hereunder shall be made to the Service Provider, if the Service Provider has engaged in fraud, embezzlement or wilful misconduct with respect to his obligations hereunder or is involved in conduct which violates the Company's Standards of Business conduct.

11.5 Termination in case of Bankruptcy. Either Party may immediately terminate this Agreement in the event that the other Party (a) becomes insolvent or bankrupt; (b) seeks relief, or if proceedings are commenced against such other Party or on its behalf, under any bankruptcy, insolvency law and such proceedings have not been vacated or set aside within seven (7) days from the date of commencement thereof.

11.6 Termination when guilty/convicted: If either party is convicted or pleads to a crime or an act of fraud that materially impacts on its performance or its fiduciary duties hereunder, then the other Party may terminate the Agreement with immediate effect.

Article -12 – Changes in Legal framework

Notwithstanding any Article contained in this Agreement, on account of regulatory changes of any Article of this Agreement become non-performable, the Company reserves the right to redefine the role and responsibility of Service Provider including termination of the Agreement without cost.

Article 13 - Confidentiality

13.1 The Service Provider agree and undertake not to directly or indirectly divulge, disclose or reveal to any third party any confidential information pertaining to business and affairs of the Company both during the period and after the termination of this Agreement including the terms and conditions of this Agreement, provided, however that when such disclosure is required by law. This obligation shall cease if and to the extent that any such information enters the public domain without breach on the part of the Service Provider.

13.2 The Service Provider agrees to return to the Company any documents containing such confidential information on the termination of this Agreement.

Article 14 – Waiver

Any waiver, at any time, of any of the terms and conditions of this Agreement, shall not constitute or be deemed a modification, cancellation or waiver of the same or other terms and conditions at any time thereafter. Additionally, the failure or delay of either party to exercise any right hereunder shall not be deemed to be a waiver of such right, and the delay or failure of either party to terminate this Agreement for breach or default shall not be deemed to be a waiver of the right to do so for that or any subsequent breach or default or for the persistence in a breach or default of a continuing nature.

Article 15 – Indemnification

15.1 Indemnification by the Service Provider: The Service Provider hereby agrees to indemnify, defend and hold harmless the Company, its affiliates and all officers, directors, employees and Service Providers thereof (hereinafter referred to as "Indemnities") from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation attorneys' fees, expenses and settlement costs) (collectively, "Damages") arising out of or related to the conduct of Service Provider's operations, including without limitation Damages arising out of or related to damage or injury to property or persons, or to any representations of the Service Provider not authorized hereunder.

15.2 Indemnification by the Company: The Company shall indemnify and hold the Service Provider free and harmless for any and all claims, damages, or lawsuits (including attorneys' fees) arising out of defects in the Products of the Company.

Article 16 – Representations and Warranties

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon

the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

Article 17 – Force Majeure

Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be liable for delays in delivery or failure to deliver Products and/or services or otherwise to perform any obligation due to either party under this Agreement due to any cause beyond the Company's reasonable control, such as an act of God, act of civil or military authority, labour dispute, fire, accident, riots, civil commotion, sabotage, war, embargo, blockage, flood, earthquake, terrorist activities, epidemic, pandemic, power shortage or when due to governmental restriction or shortage or delay in delivery of products, provided that;

- (i) Such Party provides immediate notice to the other Party of the occurrence of the Force Majeure Event; and
- (ii) Such Party continues to make reasonable endeavours to resume performance of its obligations.

Article 18 – Assignment

The Service Provider may not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the Company. The Company may freely transfer or assign its rights or obligations under this Agreement without the prior written consent of the Service Provider. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and assignees.

Article 19 – Entire Agreement

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add,

or otherwise modify any terms, they shall do so in writing to be signed by both parties.

Article – 20 Third Party Right

A person who or which is not a party to this Agreement shall not have any right to enforce any provision of this Agreement.

Article 21 – Severability

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to renegotiate in good faith those provisions so held to be invalid to be valid, enforceable provision which provision, shall reflect as closely as possible the original intent of the parties, and further agree to be bound by the mutually agreed substitute provision.

Article 22 – Arbitration

22.1 In the event of any difference or dispute the Parties in respect of any matter connected with the any dispute arising out of the present agreement or any issue relate thereto which cannot be settled amicably between the Parties hereto, the same shall be referred for adjudication to a sole arbitrator to be appointed by the Company.

22.2 The decision of the Arbitrator shall be final and binding on the parties. The Arbitration proceedings shall be held at Kolkata in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time and the fee payable for the same shall be borne by the parties in equal proportion.

Article 23 – Jurisdiction

All dispute directly/impliedly arising out of or concerning this agreement shall be subject to jurisdiction of court at Kolkata alone.

Article 24 – Address for service – notifications and notices

Any communication between the parties shall be sent in writing to their respective addresses as shown on the first page hereof, or to their email address as shown hereinafter:

If to the Company:

Attention: **DEEVEE COMMERCIALS LIMITED,**

Address: **Emami Tower, 687, Anandapur EM Bypass Ruby, Kolkata, West Bengal – 700107**

Email: panemamics@emamigroup.com

If to the Service Provider:

Attention: _____

Address: _____

Email: _____

Registered letters with acknowledgment of receipt shall be deemed to have been received on the date shown on the request for acknowledgment of receipt completed by the addressee.

Emails shall be deemed to have been received on the date on which the addressee receives them as shown on the sender's electronic acknowledgment of receipt.

All notices and communications between the parties will be made in English language. Any notice or communication pertaining to this Agreement will be made in writing and will be deemed to have been duly given by a party if sent to the other party by recognized courier service such as DHL, Blue Dart, etc. and/or through registered post with acknowledgment due or certified airmail, postage prepaid, or by telefax, telex or cable, charges prepaid, or by overnight courier, postage prepaid and shall be forwarded to the respective addressee set forth below unless subsequently changed by written notice to the other party.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

COMPANY

For Suraj Finvest Pvt. Ltd.

SERVICE PROVIDER

For _____

Name: **Mr. Rajesh Kumar Agarwal**

Authorised Signatory

Name: _____

Director

ANNEXURE - A

Details of Services

Items	Frequency	Price (yearly)
RBI Cyber Security Compliance Services periodic review, emergency notification consulting, response strategy and certification, IT Security review and password policy for all companies and other compliances as issued and amended from time to time in relation to Information Technology Framework as per RBI guidelines for NBFCs/CICs	One Time	xxxxxx
Systems Audit		
Cyber Security Training joint for all		
VAPT (Website)		
Total Per Year		xxxxxx

Rupees _____/-

Payment Terms

10% of total payment to be done in advance.

GST and other applicable taxes will be extra.

Out of pocket expenses will be billed extra.

All Travel, boarding, lodging on actuals

Overheads @3% will be billed extra