

Annexure-V

Agreement from Direct Selling Agents

This AGREEMENT made at on this
..... day of 20..... by Shri/Smt
..... aged.....
..... SW/D of
..... residing at

OR

M/s..... carrying on
business as sole proprietor/in partnership/ company having their office/ registered at
Branch & represented by its proprietor
Mr/Ms.....
/Partners/Directors (herein after referred to as the DSA) & CANARA BANK, a body
corporate constituted under Banking Companies (Acquisition & Transfer of
Undertaking) Act 1970 having its Head Office at no.112, J C Road, Bangalore, 560002
and among others a branch/Office at
..... herein after referred to as the
"Bank" which expression shall include its attorney, successors & assigns of THE
OTHER PART.

The expression "DSA" shall when the DSA is:

- (a) An individual, include his or her, heirs, executors, administrators & permitted assigns & in event Borrower is more than an individual it shall include their respective heirs, executors, administrators & permitted assigns
- (b) A firm, include the partners for the time being of the firm & their respective heirs, executors, successors & permitted assigns
- (c) A company, include its successors & permitted assigns
- (d) An Association corporate or incorporate, include its successors & assigns & all members & their respective heirs, executors, administrators & permitted assigns
- (e) A proprietorship concern, include its proprietor, his/its heirs administrators, executors, successors & permitted assigns

The term "DSA" wherever the context so requires (in the event there are more than one individual engaged in the activity) shall mean & be construed as "DSAs" & the masculine gender, wherever the context so requires shall mean & be construed as the feminine

WHEREAS

The DSA has/have applied to the Bank for empanelment as Direct Selling Agent (DSA) for the purpose of engaging as a Service provider for sourcing of leads for Home Loans.



Based on the strength & faith of the assurance & representations made by the DSA, the Bank has empanelled / agreed to empanel the DSA for the terms & conditions contained herein:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

- I. The DSA declares that
 - a) He/she is a citizen of India.
 - b) Proprietary / partnership firm/Company registered in India.
 - c) He/She/the principal person.
 - d) He/She/It is a resident / is having an office of the area where the RAH/Branch of Canara Bank situate.
 - e) Is having mobile phone number in his/its own name.
 - f) Shall operate from his/its own place/house/office located at & knowing that Bank will not provide any space/infrastructure for the purpose.
 - g) He/she/It will not canvas or do any service under this agreement with any customer in the premises of the Bank without the written consent of the Bank.
- II. Job Profile of the DSA is as under:
 - a) Generation of leads for Home Loan.
 - b) Ensure completion of applications in all respects.
 - c) Collection of all income & KYC documents of the proponent. (However, the verification of KYC shall be done by the Bank's branch).
 - d) Deliver the application along with all the requisite documents to the identified RAH/Branch & follow up the application till sanction. It is clarified that the sanction of the loan is at the sole discretion of the Bank & on such terms & conditions that the Bank may stipulate. The DSA shall deliver all the papers and documents collected from the proponents to the Bank/ Branch either by him/her/it or through any other person authorized by DSA on its behalf. Further, DSA agrees to indemnify and keep the Bank indemnified against any loss or damages to be sustained by Bank in this regard.
- III. Period of Empanelment

The period of empanelment will be initially for One year from the date of this agreement. However at the sole discretion of the Bank, it may further be extended as determined by the Bank.

The DSA acknowledges that the extension of engagement/empanelment if any with the bank may depend on the performance of the DSA/service allotted & the requirement of services to the Bank. In this regard the decision of the Bank shall be final & the DSA shall not have any objection whatsoever, in this regard.
- IV. Nature of Empanelment

The DSA acknowledges that the empanelment of DSA is not an offer of permanent employment in Canara Bank & the DSA shall not have any other right apart from what is mentioned in this agreement. Notwithstanding



anything contained in this agreement, it is further clarified that the empanelment of DSA is purely on contract basis/Incentive/Charges/Fees basis & the Bank may at any time terminate the service of the DSA even without giving notice to the DSA at its discretion without assigning any reason to the same. The empanelment of DSA with the Bank is as a service provider only & it does not create any employer-employee relationship & the successors or assigns of the DSA will not have any right to claim employment or any other benefit whatsoever from the bank other than what is stated in this agreement.

The DSA shall not represent himself/herself/themselves as official(s) of the Bank & shall not give any commitment on behalf of the Bank.

V. Incentive/Charges/Fees payable to DSA:

The incentive will be paid only on sanction and disbursement of loans, at monthly interval, by the concerned RAH/Branch as under:

- The DSAs shall be paid service Fee/Incentive of 0.25% of loan amount that was sanctioned and disbursed out of the applications sourced/recommended by them subject to maximum of Rs. 50,000/- per each loan.
- The Fees/Incentive includes all applicable taxes such as Service tax, Income tax and others if any as per local Laws and the amount payable shall be net of the same.
- The DSAs to claim the fees at monthly rest from the RAH/Branch for the loans sanctioned and disbursement of minimum of 20% of the sanctioned amount.

The Incentive/Charges/Fees will be payable after deducting TDS. The Incentive/Charges/ Fees will be payable after the regular disbursement of loan. Applicable Income Tax/other taxes on the Incentive/Charges/Fees paid shall be deducted at source as per provisions.

The Bank will have the right to recover at its discretion, any money or loss due to the Bank from the amounts due and payable Bank to the DSA without prejudice to any other remedies available to the Bank for recovering the same.

It is further clarified that the DSA shall not be entitled to get any Incentive/Charges/Fees, fees, charges etc whatsoever in cases where Bank is obliged to pay remuneration to other persons/parties under any other arrangement, for the same loan proposal. The DSA will also be not eligible for any fee/Incentive/Charges/Fees/ charges etc whatsoever in case of those customers who have directly approached to the Bank on their own.

All Payments will be made to the DSA by way of online transfer to savings account maintained with the Bank.

VI. Indemnity

The DSA will indemnify and keep indemnified the bank against any claims, loss or damages, actions, costs (as between advocate and client), charges and expenses whatsoever which may be brought or made against or sustained or incurred by the bank (and whether paid by the Bank or not) or which the bank become liable under or in respect of or incidental to or relating to empanelling the DSA under this agreement.



VII. Confidentiality

By virtue of the contract / Agreement, the DSA or DSA's team may have access to personal & business information of the bank & / or bank's customers. Bank has the sole ownership of & the right to use, all such data in perpetuity including any data or other information pertaining to the customer that may be in the possession of the DSA or DSA's team in their course of performing the Service(s) under the Contract / Agreement.

The DSA hereby represents & warrants that it shall ensure the preservation & protection of the security & confidentiality of the customer information or data which are in the custody or possession. The confidentiality shall survive the termination of this agreement.

VIII. Bank's/ Reserve Bank of India's Right of inspection and Periodic Audit

- a) The Bank/Reserve Bank of India reserves the right to inspect & monitor/assess the progress of the services at any time during the course of the Contract / Agreement. The bank may demand & upon such demand being made, bank shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the services.
- b) The DSA is required to extend all necessary co-operations to facilitate audit process.
- c) The DSA shall allow the Bank/Reserve bank of India or persons authorized by them to access the Bank/DSA's documents, records & transactions & other necessary information given to or stored or processed by the DSA within a reasonable time, the DSA will reimburse the bank which they may be liable to pay supervisory fees to Reserve bank of India.
- d) Bank shall utilize the services of internal or external auditors for ensuring proper operations by the DSA.
- e) The Bank/Reserve Bank of India reserves its right to inspect and monitor/access the progress/activities of the services and related documents at any time during the course of the contract/agreement. Bank/Reserve Bank of India may demand and upon such demand being made, Bank/Reserve of India shall be provided with any document, data, and material.

IX. Termination

- a) In the event of pre-mature termination/expiry of the empanelment agreement, the DSA undertake to immediately surrender the identity card issued by the bank to the office of the Bank.
- b) This agreement shall automatically be terminated unless renewed by a fresh contract by the bank immediately after the expiry of the period of empanelment as started in para supra III.
- c) Same as otherwise started in para IV and VI supra, either party may terminate the contract by giving one month notice to the other party.

X. Complaint Handling and Resolution

- a) It is further agreed between the parties that, DSA shall have effective policy on complaint redressal procedure/mechanism for dealing with the complaints



received either by the bank and forwarded to the DSA or directly by the DSA, in relation to the services provided by the vendor as per the agreement or otherwise. The policy on complaint redressal procedure/mechanism policy shall provide among other procedures; acknowledgement of each complaints, compensation payable for various acts and omissions, procedure for escalation in complaints, maintenance of register of complaints, their status and manner in which complaints are resolved.

- b) The DSA shall ensure that complaints are redressed within 4 days from the receipt of complaint received either from the bank and forwarded to the vendor or directly rendered by the customer.
- c) In case if such policy on complaints redressal mechanism/procedure is not formed/established by the vendor or complaints are not redressed, then Banks compensation policy as amended from time to time shall mutatis mutandis be applicable to vendor also and DSA shall keep the Bank indemnified/compensated of any amount paid to customer, as per the compensation policy of the bank as amended from time to time without limitation.

XI. Dispute Resolution

Branch Head/Retail Assets Hub Head shall be the final authority for resolution of any disputes/clarifications regarding payments of fees, terms of empanelment and the decision taken by them shall be final and binding on the DSA.

XII. Other terms and Conditions:

- a) Either party may terminate the contract by giving one month's notice in writing.
- b) Bank has designed a code of conduct based on the Model Code of Conduct for Direct Selling Agents devised by IBA & annexed with this agreement. The said code of conduct shall be constructed as part of these presents and violation/non observation of any conditions/ obligations shall be deemed as violation/breach of this agreement and bank may take appropriate decision at its discretion including but not limited to black listing the DSA, terminations of this agreement etc.
- c) In case of unsatisfactory performance or misconduct of DSA, the Bank shall, within its rights to terminate the agreement shall do so with immediate effect without any recourse in/to the Bank.
- d) The DSA hereby acknowledges that he/she/it has read the said model code of conduct and has fully understood all the terms and conditions mentioned there in and declare that the DSA shall agree to abide by the said code of conduct in letter and spirit.
- e) The DSA shall surrender the identity card issued to him/her/it by the Bank immediately on the date of termination.
- f) The Bank will have the right to recover at its discretion, any money or loss due to the Bank, from the amounts due and payable by the Bank without prejudice to any other remedies the Bank may adopt for recovering the same.
- g) The DSA shall not collect any amount in case or in any form or other fees from the customer for providing services to the Bank.

Executed by the parties herein at the place & on date above written.

Signature of DSA/ Authorized Signatory

Authorized Signatory of Bank



