

DBS Partner Program Terms and Conditions

1. The DBS Champion Partner shall provide referral facility for customer wishing to avail banking products and facilities from DBS in a format given by DBS from time to time. On successful onboarding of referred customer, DBS will send a confirmation of the same to the DBS Champion Partner.
2. The DBS Champion Partner undertakes that he/she/it has requisite skills, knowledge and expertise to perform the Arrangement. The DBS Champion Partner further undertakes and explicitly agrees to take consent of the customers in relation to sharing their data/information with DBS for the purpose of availing DBS products and services.
3. Tenure:
This Arrangement shall be for a period of 3 years commencing from the date of onboarding and acceptance of terms and conditions.
4. Referral Fees: **NA**
5. That DBS shall have no liability and responsibility for / to DBS Champion Partner or any third party with respect to any representation made by DBS Champion Partner to any individual/entity and DBS Champion Partner does hereby indemnify and agrees to keep indemnified DBS against all losses, claims actions, suffered by DBS on account of acts of omission or commission of DBS Champion Partner.
6. That DBS Champion Partner shall not indulge in any activity which is against the interest of DBS.
7. **CONFIDENTIALITY AND NON-DISCLOSURE:**

- 7.1 The DBS Champion Partner recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the DBS Champion Partner and/or its Staff, including all details, documents, data, business/customer information and the DBS Bank's practices and trade secrets (all of which are hereinafter collectively referred to as "**Confidential Information**") which may be communicated to the DBS Champion Partner and/or its Staff may be privy under or pursuant to this Arrangement and / or in the course of performance of the DBS Champion Partner 's obligations under this Arrangement shall be treated as absolutely confidential and the DBS Champion Partner irrevocably agrees and undertakes and ensures that the DBS Champion Partner and all its Staff shall keep the same as secret and confidential and shall not disclose the same, at all in whole or in part to any person or persons (including legal entities) at any time or use nor shall allow the Information to be used for any purpose other than as may be necessary for the due performance of DBS Champion Partner's obligations hereunder. The DBS Champion Partner hereby specifically agrees to indemnify and keep DBS fully indemnified safe and harmless at all times against all/any consequences arising by any breach of this undertaking by the DBS Champion Partner and/or its Staff and shall immediately reimburse, pay to DBS on demand all damages, loss, cost, expenses or any charges that DBS may be required to suffer, pay or incur in connection therewith.
- 7.2 The provisions of the aforesaid clauses and the indemnity contained therein shall survive the termination and expiry of this Arrangement.
- 7.3 The DBS Champion Partner hereby unconditionally agrees and undertakes that it shall not and ensures that its Staff shall not (if the Staff come to know by any means the terms of this Arrangement) disclose or publish the existence or the terms or conditions of this Arrangement or if any information relating to the DBS business which they may come across in the normal course of

performing their duties whilst on the DBS's premises to any third party unless such disclosure or publication is strictly required by law. The DBS Champion Partner shall without prejudice to its Obligations herein indemnify DBS for any loss, damage or injury caused to DBS from any disclosure or publication.

8. That DBS Champion Partner will use its best efforts in the interest of DBS while providing referral(s) and shall always work in compliance with the applicable laws, rules and regulations and not indulge in any activity(ies) which may jeopardize the interest of DBS or lower the image of DBS in the eyes of third parties / general public.
9. That DBS Champion Partner shall not undertake any activities which are contrary to or inconsistent either with DBS Champion Partner's obligations under this Arrangement or against DBS's interest.
10. That DBS Champion Partner shall not without the express consent of DBS in writing, publish or cause to be published any book, booklet, leaflet, brochure or pamphlet or contribute any article or review to any newspaper, magazine or other publication with respect to referral activities, without prior written consent of DBS.
11. That DBS Champion Partner agrees not to share the referrals with any third party.
- 11A The DBS Champion Partner shall not employ any third party or any agency to carry out the responsibilities and obligations as contained under this Arrangement.
12. That DBS Champion Partner agree not to refer persons (cases) which have been rejected earlier by DBS and / or are under consideration by any other financial institution/Banks.

13. That DBS shall have absolute discretion to use the referral in any manner deem appropriate and for any of its products or those of DBS's subsidiaries / affiliates / group companies.
14. DBS reserves the right to terminate this Arrangement at its sole discretion without issuing any prior notice and/or without assigning any reason(s).
15. That this Arrangement between the Parties hereunder is understood not to create any contract of employment, agency or partnership and shall be on principal to principal basis.
16. That this Arrangement represents the entire arrangement between Parties with regard to the terms and conditions and supersedes and cancels all existing Arrangements, arrangement and understandings, if any, (whether verbal or written), between Parties on the subject matter hereof.
17. That DBS Champion Partner unconditionally and irrevocably agree to indemnify, reimburse and hold DBS free and harmless against all liabilities, obligations, losses, damages, penalties, suits, costs, expenses, disbursements, claims, actions, proceedings in the event of any act of omission and commission by DBS Champion Partner or its employees in connection with this Arrangement or any acts relating to it. The DBS Champion Partner shall indemnify and keep DBS indemnified against all the losses, damages caused and claims arising out fraud perpetrated by it or any of its employees. Whether an act amounts to fraud shall be determined by DBS in its sole discretion.
- 17A. In the event of a material breach of the terms of this Arrangement or in the event the DBS Champion Partner or any of its employee commits, perpetrates or is party to the fraud then in addition to the remedies available to it under the law DBS shall be entitled withhold, forfeit and set-off any amount that is payable to

DBS Champion Partner and for the indemnification of the loss caused to DBS due to such fraud.

18. Anti Bribery Undertaking:

18.1 The DBS Champion Partner acknowledges that that DBS does not authorize, condone or approve of Improper Payments, and the DBS Champion Partner's breach of its undertaking hereunder may cause DBS to incur court or government fines, regulatory sanctions and other financial claims and penalties. The DBS Champion Partner undertakes in the performance of its obligations under this Arrangement that the DBS Champion Partner, the DBS Champion Partner's officers, directors, employees, representatives, sub-contractors or agents will not, and shall refuse to, promise, make or offer to make any Improper Payments to any officer, employee, agent or fiduciary of any third party or DBS, or to any Public Official, in connection with this Arrangement or the provision of services hereunder. The DBS Champion Partner shall not comply with any instructions (including instructions purportedly from DBS) to violate the foregoing obligation, and shall procure the same of its officers, directors, employees, representatives, sub-contractors or agents. DBS may but is not obliged to issue to the DBS Champion Partner from time to time DBS's further requirements and guidelines on the DBS Champion Partner regarding Improper Payments, and the DBS Champion Partner shall comply with the same in relation to this Arrangement.

18.2 Cooperation and Access to Information

DBS shall be entitled to audit the DBS Champion Partner's compliance with or investigate the DBS Champion Partner's breach of its undertaking on Improper Payment at any time during the term of this Arrangement. The DBS Champion Partner shall render, and shall procure that the DBS Champion Partner's officers, directors, employees, representatives, subcontractors or agents render full cooperation to and provide full access

to all relevant information to DBS's representatives in any such audit or investigation.

18.3 For the purpose of the aforesaid clauses "**Improper Payments**" shall mean the conferring of bribes, undue advantage, improper gratifications, gifts and/or payments, whether of a financial nature or otherwise, in violation of law and/or applicable anti-corruption laws and regulations.

19. NON-EXCLUSIVE .

It is agreed and clarified that this Arrangement is on a non-exclusive basis and the parties are at liberty to enter into similar Arrangements with others. (Provided however, the DBS Champion Partner shall ensure that its entering into Arrangement/s with other parties, shall not in any way conflict with or affect the DBS interests, rights, remedies under this Arrangement or in law).

20. NOTICE

Any notice or notification in connection with this Arrangement shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to the Bank or the DBS Champion Partner at their respective addresses mentioned hereinabove or to such other address as the concerned party may inform the other party in accordance with the provisions of this clause. Any notice issued by DBS addressed to the DBS Champion Partner and which has been put in the mail shall be deemed by that act alone to have been duly serviced on the DBS Champion Partner.

21. GOVERNING LAW AND JURISDICTION

All/any disputes between the parties in respect of any issues under this Arrangement and arising/relating to this Arrangement shall be governed by and construed in accordance with the laws of India and the parties hereto irrevocably

submit to the exclusive jurisdiction of the Courts in Mumbai to try any suit, proceedings in connection therewith/in that behalf.

22. MISCELLANEOUS

21.1 Annexure's to this Arrangement shall be deemed to be an integral part of this Arrangement.