

Agreement for Online Services of MyRinBazaar Digital Platform

Date: 2024-10-29.

This Agreement forms the part and parcel of our Terms and Conditions [\(here\)](#), Privacy Policy [\(here\)](#), End To End Encrypted Service Policy [\(here\)](#) and Refund & Cancellation Policy [\(here\)](#). All the policies should be collectively considered and read as whole as a part of this agreement.

1. Introduction

1.1. Parties: This Agreement is made between MyRinBazaar Consultancy Pvt Ltd (MRB) Having Office Address F 404, C21 Resi Cum Commercial Mall, Nanakheda Bus Stand, Indore Road, Ujjain Mp -456010, India through its Directors Rakesh Chowdhary ("Provider") and **YES Bank Limited** through its authorised signatory ("Client").

1.2. Effective Date: This Agreement is effective as of 2024-10-29.

2. Services

2.1. Scope of Services: The Provider agrees to deliver the digital services to the Client through 4 main modules and 6 sub-modules in a phased manner as per the schedule given below.

S No	Main Module	Sub Modules	Release Date
1	Enforcement Panel	(I) Enforcement Partner Panel (II) Banker Panel (III) Legal Panel (IV) Technical Panel (V) Support Panel	15th Nov 2024
2	ARC Panel	(I) ARC Partner Panel (II) Banker Panel (III) Legal Panel (IV) Technical Panel (V) Support Panel	15th Dec 2024
3	Collection Panel	(I) Collection Partner Panel (II) Banker Panel (III) Legal Panel (IV) Technical Panel (V) Support Panel	31st January 2025
4	Sourcing Panel	(I) Sourcing Partner Panel (II) Banker Panel (III) Legal Panel (IV) Technical Panel (V) Customer Panel (VI) FCU/RCU Panel	30th April 2025

Please Note: The digital services of the trial pack will be deemed to start from the date of release of the module/sub-module, or the date of signing of the Agreement by **YES Bank Limited**, whichever is later.

Summary of Services to be Provided

Particular	Numbers of Free Services	Numbers of Paid Services	Annexure
Trial Pack (First Month)	59	0	Not applicable

Particular	Numbers of Free Services	Numbers of Paid Services	Annexure
Selected Paid Services for the Next (Eleven Months)	22	8	I

Please Note :- Please refer to the letter of intent sent earlier to know about the free services.

Annexure – I

Selected Services

Sr. No.	Panel Name	Service Panel	Privileges	Downloading Format	Service Charge (1st Month)	Service Charge (2nd Month to the end of the 12th Month.)	From 2nd Year onwards	About the Service
1	Collection Panel	Monthly Payout MIS - Collection Partners	View & Download	Excel	Free of Cost	100 / MIS	Paid	MIS can be downloaded on the first of every month, where it can also be viewed anytime on the basis on the dashboard of the MIS in person. (Agencies bills are generated directly by the lenders as per the terms.)
2	Collection Panel	Cash or Digital Collections using Payment Gateway	API keys and access to the payment gateway dashboard	CRM - MRB	Free of Cost	50 / Collections	Paid	To leverage the digital collection platform where agencies can take the actions taken for each account like PTP / collections including geotagging and customer properties / office details these services, MRB charges per collection which will be on a weekly basis and the bill amount will be deducted from the next collection amount.
3	Collection Panel	Registration for payment gateway	API keys and access to the payment gateway dashboard	CRM - MRB	Free of Cost	Payment gateway service charges will also be added to the recoverable amount	Paid	To manage the payments collected on the MyRinBa platform, the lender needs to create a sub-merchant account (after the account) with the payment gateway become a registered payment gateway merchant. The lender then have the ability to track access account details using their own API key and dashboard. If lenders wish to have recovery agencies in cash mode or need not tick this option.)

Sr. No.	Panel Name	Service Panel	Privileges	Downloading Format	Service Charge (1st Month)	Service Charge (2nd Month to the end of the 12th Month.)	From 2nd Year onwards	About the Service
4	Sourcing Panel	eSign Loan Applications	eSign	PDF	Free of Cost	25/eSign	Paid	To avail eSigning services will be provided with a dashboard where the third party service provider ensure eSigning of the documents per the regulatory norms. It is hereby that the charges for eSigning will be levied by the third party service provider, while if the lender avails their facility directly, the service charge will be levied by MRB. The charges will be as follows: 1. Aadhar eSign / Electronic 2. Biometric-Based Authentication 3. USB Token-Based DSC 4. Support 5. Party & Multi-Location Signing 6. Transaction Monitoring & Alerts 7. Logs 8. Notifications, Dashboard & Reports
5	Sourcing Panel	MRB CRF Forms Downloading (Pre-LOS Compliance)	Download	PDF	Free of Cost	25/CRF Form	Paid	One-time service charge will be levied for downloading the MRB CRF Form whenever there is any change in KYC, the charge will be levied for downloading the new CRF Form.
6	Sourcing Panel	MRB Loan Applications Downloading (Pre-LOS Compliance)	Download	PDF	Free of Cost	50/Web Loan Application	Paid	The services will be charged for downloading the web application, not for viewing it. It is clarified that service charges will be levied for downloading a web application for one product on one date, for another web application service on another date or for a web application submitted for another product on the same date, service charges will be levied again.
7	ARC Panel	Digital transactions of the documents Uploading / Downloading	Upload / Download the legal documents / SARFAESI notices served	CRM - MRB	Free of Cost	100	Paid	MRB charges a nominal amount for a digital transaction / exchange of documents between the ARCs and lender in any case from the date during the month using the enforcement platform. This can be any number of documents and any number of times in a month but the fee will remain the same. Charges will be calculated on a weekly basis and the biller will be deducted from the collection amount.

Sr. No.	Panel Name	Service Panel	Privileges	Downloading Format	Service Charge (1st Month)	Service Charge (2nd Month to the end of the 12th Month.)	From 2nd Year onwards	About the Service
8	ARC Panel	Registration for payment gateway-1	API keys and access to the payment gateway dashboard-1	CRM - MRB-1	Free of Cost	Payment gateway service charges will also be added to the recoverable amount-1	Paid	To manage the payments collected on the Myrinbazar, the lender needs to create a merchant account (affiliate) with the payment gateway. The lender will have the ability to transact and account details using their key and dashboard. (PN-wish to have recovery through agencies in cash mode or need not tick this option.)

3. Payment Terms

3.1. Fees: In consideration of the Service to be provided by the Provider pursuant to this Agreement, Client shall pay to the Provider charges as mentioned in Schedule of Charges (Annexure I) to this Agreement for which the Provider shall raise the bill in the manner as detailed in the said Schedule of Charges. The Client Agrees to pay the Provider against the monthly bill for usage of the Services subscribed at point no.2 of this Agreement.

3.2. Payment Schedule: The Client agrees to make the payment online on or before the 10th of every month into the current account of MyRinBazaar Consultancy Pvt. Ltd. whose details are given below.

Name of Account: MyRinBazaar Consultancy Pvt. Ltd.

Name of the Bank: Yes Bank Ltd.

Current Account No: 139663700000145

IFSC Code: YESB0001396

3.3. Late Payments: Late payments will incur a Late Fee of 2% on bill amount after 30 days past the due date.

3.4. Taxes: Any taxes applicable to the amounts payable by the Client to the Provider, such as GST, TDS will be the responsibility of the Provider. The Client will pay the agreed amounts net of such taxes after deducting them at the source, as required by the law. The Client is also required to provide evidence or a certificate of such deduction, as per applicable Indian law.

4. Responsibilities

4.1. Provider's Responsibilities: The Provider will perform the services in a professional manner and according to the agreed-upon schedule.

4.2. Client's Responsibilities: The Client agrees to provide necessary information, access, and cooperation to enable the Provider to perform the services.

5. Intellectual Property

5.1. Ownership: All intellectual property created by the Provider in the course of performing the services will be owned by MyRinBazaar Consultancy Pvt. Ltd.

5.2. Licensing: The Provider grants the Client a License to use the deliverables for Business Development Purposes.

6. Confidentiality

6.1 The Provider recognises, accepts and agrees that all tangible and intangible information obtained or disclosed to the Provider and/or its Facility Staff, including all details, documents, data, business/customer information, customer transactions, information relating directly or indirectly to Client's practices and business trade secrets, know how, strategies, processes, methodologies (all of which are hereinafter collectively referred to as "Confidential Information" and "Confidential Material") which may be communicated and or provided to the Provider and/or its Facility Staff may be privy under or pursuant to this Agreement and / or in the course of performance of the Provider's obligations under this Agreement shall be treated as absolutely confidential and secret and the Provider irrevocably agrees and undertakes and ensures that the Provider and all its Facility 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 Confidential Information and Confidential Material to be used for any purpose other than as may be necessary for the due performance of the Provider's obligations hereunder. The Provider further expressly agrees not to use or cause or allow to be used the Confidential Information or the Confidential Material not in any manner to promote or sell the products

or services of any competitor of Client. The Provider hereby specifically agrees to indemnify and keep Client fully indemnified safe and harmless at all times against all/any consequences arising by any breach of this undertaking by the Provider and/or its Facility Staff and shall immediately make the Client liable to at best terminate this contract.

6.2 The provisions of the aforesaid clauses and the indemnity contained therein shall survive the termination and expiry of this Agreement.

6.3 The Provider further confirms that its Facility Staff shall have access to the Confidential Information only on a "need to know" basis and to the extent of and only in relation to the specific service being provided hereunder.

6.4 The Provider hereby agrees and undertakes that it shall not and ensures that its Facility Staff shall not (if the Facility Staff come to know by any means the terms of this Agreement) disclose or publish the existence or the terms or conditions of this Agreement, or, any information relating to Client's business which they may come across in the normal course of performing their duties to any third party. The Provider shall without prejudice to its obligations herein indemnify Client to termination of this contract in case any loss, damage or injury caused to Client from any disclosure or publication.

6.5 The preservation of documents and data of Client by the Provider shall be in accordance with the legal / regulatory obligations of Client in this regard.

7. DATA PROTECTION

7.1 The Provider acknowledges that it may be required and reserve the right to process, transfer and store personal and sensitive data of the Client and may have access to certain of Client's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Provider, its employees, agents or contractors, pertaining to Client's business or financial affairs, or to Client's projects, transactions, clients or customers, Provider will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of Client.

7.2 The Provider will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Provider receives or has access to under this Agreement or in connection with the performance of any services for Client as per the laws in India including but not limited to Information Technology Act, 2000, Data privacy laws and rules in India. To the extent that Provider receives PII related to the performance of this Agreement, Provider will protect the privacy and legal rights of Client's personnel, clients, customers and contractors.

7.3 Upon execution of this Agreement, the Client acknowledges and agrees that the Provider is permitted to hold personal information about the Client as a part of its personnel and other business records and that the Provider may use such information during the tenure of the agreement.

8. Termination

8.1. Termination for Convenience: Either party may terminate this Agreement with 30 days' written notice to the other party.

8.2. Termination for Cause: Either party may terminate this Agreement immediately if the other party breaches any material term of this Agreement.

8.3. Effect of Termination: Upon termination, the Client will pay for all services rendered up to the date of termination.

9. Dispute Resolution

9.1. Governing Law: All/ any disputes between the parties in respect of any issues under this Agreement and arising/relating to this Agreement shall be governed by and construed in accordance with the laws of India and the parties hereto irrevocably submit to the jurisdiction of the Courts in Madhya Pradesh (India) to try any suit, proceedings in connection therewith/ in that behalf..

9.2. Dispute Resolution: In the event of any dispute and difference arising out of or in connection with this Agreement, the same shall be first tried to be resolved amicably and if such amicable resolution is not possible within a period of thirty days from the date of a written reference of such dispute by any Party, such unresolved dispute shall be referred to the arbitration of a Sole Arbitrator, to be appointed by the Parties by mutual consent, failing which such Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Madhya Pradesh, India. The language to be used in the arbitral proceedings shall be English.

10. Principal To Principal Agreement

It is understood that this Agreement is on a principal-to-principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between Client and the Provider and / or its Facility Staff. The Provider and/or its Facility Staff shall not be entitled to, by act, word, and deed or otherwise make any statement on behalf of Client or in any manner bind Client or hold out or represent that the Provider is representing or acting as an agent of Client.

11. Miscellaneous

11.1. Amendments: Any amendments to this Agreement must be made in writing and signed by both parties.

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

11.3. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

11.4. Notices: All notices required under this Agreement will be sent to the addresses specified below.

12. Signatures

By signing below, both parties agree to the terms of this Agreement.

For - MyRinBazaar Consultancy Pvt. Ltd. (Provider)

Director

2024-10-29

For – **YES Bank Limited** (Client)

Director

2024-10-29