

We hereby declare to act as an empanelled DSA (hereinafter referred to as "TFS/TFC/TFE/DSA ") of Euro Exim Bank Ltd (hereinafter referred to as "EEB".)

I/We am/are not an Employee or a Relative of a Director/Employee of Euro Exim Bank Ltd. We shall preserve the confidentiality of all information/particulars relating to the transactions executed or to be executed for by us or our clients, except under circumstances where declaration or disclosure of any such information is required under law or under any directions/order(s) of any regulatory/government/statutory authority.

I/We hereby declare that all the information furnished by us is true and complete in all respect and nothing relevant/material information is concealed/ suppressed by us. We hereby further undertake to inform you in writing, any change in the said information/particulars, within 24 hours of the said change. In case if any of the above particulars/information is found to be false or incomplete, we shall be held liable for the consequences thereof.

I/We hereby provide our explicit consent to EEB to make due diligence checks about me / us and our entities, either directly or through third parties.

I/We also undertake to abide by the terms and conditions mentioned in the present declaration, and changes, if any, made in the said terms and conditions from time to time in relation to this empanelment as a DSA.

TERMS AND CONDITIONS:

1. The statements made/information provided by Me / Us in EEB's online eKYC Portal and the declaration made therein read with these terms and conditions (Terms and Conditions) shall be the basis of the contract between us and EEB and its representatives I/We agree that the said terms and conditions are binding on them Me/US.
2. The appointment as the DSA will be at the sole discretion of EEB and will be subject to confirmation by EEB in writing. The DSA empanelment shall commence and shall be effective only from the date mentioned in the appointment letter issued by EEB.
3. The DSA shall abide by these Terms & Conditions and rules in force and any change made in the said terms and conditions from time to time.
4. The DSA hereby agrees to comply with including but not limited to regulations/guidelines on advertisements/sales literature and also agrees to adhere and abide by the code of conduct and best practices prescribed for their Activities.
5. The arrangement between DSA and EEB shall be exclusively on "Principal to Principal" basis. In no event, the relationship between EEB and the DSA shall be construed as that of the Principal and Agent and/or that of the Employer and the Employee as there is no such intention and agreement between the parties to create any relation(s) of such kind.
6. The DSA shall not issue any receipt for cheques and/or demand drafts received along with the application form on behalf of EEB. The DSA shall at no point of time receive/accept cash from the on behalf of. The DSA shall not act or represent to any Individual/Entity that it acts as an Agent and/or Employee of EEB.
7. The DSA shall not in any way indulge in any activity which tantamount to rebating of or to or assuring gifts, benefits or rebating of or any other means to generate or solicit the business.

8. The DSA shall not use the name or any "logo" or "mark" owned by/belonging to or of any associated company of in any manner whatsoever except the same is expressly agreed in advance in writing by EEB and under no circumstance after termination of this appointment as a DSA.

9. DSA shall furnish to the through email, the copies of notices, addendums, and all other documents. The DSA undertakes to: (a) properly display such documents at its place(s) of business; (b) provide its email address to EEB and keep EEB informed about the changes thereto; (c) provide legible hard copies of such documents to investors/potential clients of EEB.

10. The DSA shall be eligible for a commission, on the amount of the business generated by it/him, at the rates prescribed by EEB from time to time. The rate(s) of brokerage are subject to revision, from time to time, at the sole discretion of EEB and the DSA shall be bound by such revisions. The commission payable by EEB shall be inclusive of all taxes, service tax, costs, charges and expenses incurred by the DSA in connection with its/his rendering of the services as an DSA. The DSA undertakes that it/he shall not make any kind of claim against EEB with respect to the said commission.

11. In case the DSA receives any commission(s) and/or amounts which is/are not due or payable to the DSA, EEB shall be entitled to recover or adjust all such wrongly paid commission(s) and/or amounts from the amounts due to the DSA.

12. EEB shall directly credit the commission payable to the DSA to its/his bank account, as per the details provided by it/him from time to time, or through such means as may be deemed appropriate by EEB. EEB reserves the right to issue a demand draft or use any other mode of payment towards commission/commission pay-outs.

13. In case any commission is paid to the DSA, in advance, in respect of proposed business generated and solicited by the DSA, EEB shall have a right to recover such amount of advance commissions, as is paid to the DSA in respect of any business generated and solicited by the DSA.

14. In case of termination of relationship between EEB and the DSA, EEB shall not be liable to pay any commission(s) on the funds mobilized or generated by the DSA after the termination of this relationship.

15. It is agreed that an Individual acting as an DSA shall appoint his/her nominee and communicate the same to EEB by email and only the said nominee shall be entitled to receive commission on business generated by the DSA before his/her demise, provided the DSA has strictly complied with all the terms & conditions of Empanelment. It is understood between the parties that the said provision for said nomination shall not be applicable to an Entity empanelled as an DSA. EEB reserves its right to ascertain the identity of the nominee at any time.

16. The DSA shall not transfer its/his rights and benefits to any other party without the prior written consent of EEB.

17. The DSA agrees that EEB shall have exclusive ownership of any and all the right, title and interest with respect to all the copy rights, trademarks, service mark rights, patents or processes associated with any work, mark, invention or process etc., belonging to EEB.

18. The DSA hereby declares and covenants to defend, indemnify and hold EEB, its directors, affiliates, promoters, employees, successors in interest and permitted assigns harmless from and against all claims, liabilities, costs, charges, damages or assertions of liability of any kind or nature resulting from a breach of these terms and conditions, covenants or fraud, negligence, misfeasance, malfeasance, defaults, misconduct or any fraudulent act by the DSA or its representatives, employees, directors,

agent, representatives and any and all actions, suits, proceedings, resulting from any breach of terms and conditions and fraud, negligence, misfeasance, malfeasance, defaults, misconduct or fraudulent act by the DSA and all the cost, expenses including attorney's fees shall be incurred and borne by the TFC only.

19. EEB shall have the right to terminate the appointment of the DSA, without any cause, at any time by giving 30 (Thirty) days written notice to the DSA. The engagement of DSA shall stand automatically terminated, without any notice issued by EEB, in the event if the DSA is disqualified to act as a DSA (for e.g., disqualified on account of any regulatory actions or violations, failure to meet the basic eligibility to act as an DSA, DSA is declared insolvent or files bankruptcy petition, withdrawal of necessary authorization(s) of the DSA. etc.). Any decision relating to whether an DSA is qualified or disqualified shall be solely by EEB and the DSA undertakes not to challenge any such decision taken by EEB. Upon any termination, the DSA shall forthwith return to EEB all documents, papers and material pertaining to and / or belonging to EEB. Further, the DSA shall be responsible for all its/his act or deeds prior to the termination. The Termination will not absolve it from all the acts/ deeds done by the DSA prior to the said termination.

20. The DSA undertakes that the DSA, its directors, affiliates, promoters, employees and representatives shall at all times maintain strict confidentiality with regard to all matters, documents, information or data already exchanged or to be exchanged in future by EEB relating to EEB, any client, any issues raised by EEB from time to time and shall not disclose, divulged any information without prior written consent of EEB, to any third party nor used for any purpose other than for the performance of their obligations hereunder, for a period of 2 years from the date of said termination as a DSA.

21. The DSA shall not have any claim against EEB for any loss, actual or notional, incurred by him/it on account of any revision or non-revision of brokerage rate(s) by EEB.

22. In respect of all disputes arising under this engagement, the courts at London & Wales alone shall have jurisdiction, in accordance with the laws of United Kingdom. All disputes between the parties shall be resolved and referred to Arbitration before a sole Arbitrator to be appointed by EEB and the said Arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996 and any provision amended from time to time.

23. The statements and declarations made by the DSA herein are the basis of his/its empanelment as an DSA and is subject to written confirmation from EEB.

WE/I HEREBY CONFIRM AND DECLARE THAT WE/I HAVE READ AND UNDERSTOOD THESE 'TERMS AND CONDITIONS OF EMPANELMENT' AS IFA AND AGREE TO ABIDE BY THE SAME.

ADDITIONAL DECLARATIONS/CONDITIONS

1. DSA declares that It/He/Her has no outstanding agreement or obligation that would preclude the DSA from complying with the provisions hereof and further certifies that DSA will not enter into any such conflicting Agreement during the term of this Agreement.

2. The DSA's obligations and the detailed methodology thereof will be issued by EEB in the form of a "SCOPE OF WORK" document upon completion of the empanelment procedure. The DSA will be bound by the EEB's rules and regulations governing the use of EEB's data, information and internet/email policy.

3. DSA is bound to work within the territory determined by EEB and detailed in the "SCOPE OF WORK" document. The territory assigned to the DSA will be on a non-exclusive basis. DSA is required to follow ethical and best practices and will not at any time solicit clients of other DSA's operating within the same territory unless specifically approved by EEB in writing.

4. No condoning, excusing or overlooking by EEB of any default, breach, non-observance or non-performance by the DSA at any time or times of any of the DSA's obligations herein contained shall operate as a waiver of EEB's rights hereunder in respect of any antecedent continuing or subsequent default, breach, non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the EEB hereunder in respect of any such antecedent continuing or subsequent default, breach, non-observance or non-performance and no waiver by the EEB shall be inferred from or implied by anything done or omitted by EEB, unless expressed in writing and signed by EEB. Any consent given by EEB shall operate as a consent only for the particular matter to which it relates and in no way shall be considered as a waiver of release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the EEB in the future, unless expressly so provided.

5. Any notice required to be served hereunder shall, if to be served on the DSA, be sufficiently served if addressed to the DSA and sent by prepaid post to or delivered at the DSA's last known address or to the email address registered by the DSA and, if to be served on the EEB, be sufficiently served if addressed to the EEB and sent by prepaid post to or delivered at the address given above or EEB's last known address or registered office. A notice sent by post shall be deemed to have been received by the DSA or EEB (as the case may be) at the time when in due course of post, it would be delivered at the address to which it is sent.