

<to be duly stamped>

REFERRAL AGREEMENT BETWEEN ICICI BANK LIMITED AND

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This Referral Agreement (this 'Agreement', which expression shall include all annexures, schedules and written amendments to this Agreement) made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Effective Date)

between

the person(s) named in Schedule I as Service Provider, of the FIRST PART

AND

ICICI Bank Ltd, a company within the meaning of the Companies Act, 1956 and banking company within the meaning of Banking Regulation Act, 1949 and having its registered office at ICICI Tower, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 (hereinafter referred as 'ICICI Bank' which expression shall unless it be repugnant to the subject or context thereof include its

successors and assigns) of the OTHER PART.

(The Service Provider and ICICI Bank are hereinafter collectively referred to as the '*Parties*' and individually as the '*Party*').

**WHEREAS:**

- A. ICICI Bank is desirous of appointing the Service Provider for the purpose of providing the Services,
- B. The Service Provider has represented to ICICI Bank that the Service Provider has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to carry out the Services under this Agreement and the Service Provider has agreed to perform the Services.
- C. Relying on the above and at the request of the Service Provider, ICICI Bank has chosen the Service Provider for carrying out the Services on the terms and conditions contained in this Agreement.

***NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:***

***A. DEFINITIONS***

- 1. '*Applicable law*' means all laws, legislation, regulations, binding codes of practice, or rules or requirements of any relevant government or governmental agency applicable to the Services under this Agreement
- 2. '*Customers*' shall mean such persons who are interested in availing the products and services of ICICI Bank.
- 3. '*Services*' means the services agreed to be provided by the Service Provider under this Agreement and more particularly specified in Schedule I to this Agreement.

***B. APPOINTMENT AND TERM***

- 1. ICICI Bank appoints the Service Provider for providing the Services and the Service Provider agrees to provide the Services, subject to the terms and conditions set out herein.
- 2. This Agreement shall become effective from the Effective Date and will continue to be in force and effect unless terminated earlier under the provisions of this Agreement.

***C. PAYMENT OF REFERRAL FEE***

Service Provider shall refer Customers to ICICI Bank in respect to the products and services. The Service Provider will, unless disputed by ICICI Bank, be paid a referral fee as specified in Schedule I hereto for the Services. The aforesaid fee may be revised by ICICI Bank and the revised fees will be communicated to the Service Provider in writing. Such fees shall be net of any amounts payable by the Service Provider to ICICI Bank or its affiliates, under this Agreement or in respect of any other arrangement entered into by the Service Provider with ICICI Bank or its affiliates, including but not limited to service tax, courier expense and all other costs, expenses, taxes as may be or become payable in relation to the Services.

#### **D. REPRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER**

The Service Provider represents and warrants that:

1. The Service Provider has the competence and authority to enter into this Agreement and is in compliance with the provisions of Applicable Laws in relation to the transactions contemplated under the Agreement.
2. Neither the execution and delivery of this Agreement, nor the performance of the obligations contemplated herein, conflict with or result in a breach of or default under the Applicable Laws or any agreement or document in writing to which Service Provider is a party.
3. The Service Provider shall comply with the terms and conditions specified in the Agreement and shall adhere to fair practice in performance of the Services.
4. No officer, director, employee, agent or representative of ICICI Bank or immediate family member of such officer, director, employee or representative has received or be induced to receive anything of value of any kind from the Service Provider or its personnel in connection with the transactions contemplated under the Agreement. None of the aforesaid persons has a business relationship of any kind with the Service Provider or its personnel.
5. All the information provided by the Service Provider to ICICI Bank is true and accurate in all respects; are not misleading; and does not omit any material fact, the omission of which would make any fact or statement therein misleading; and the other representations and warranties wherever provided by the Service Provider to ICICI Bank shall be deemed to form part of the representations and warranties made under this Agreement.
6. The Service Provider shall not violate any proprietary and intellectual property rights of ICICI Bank or any third party, including without limitation, confidentiality obligations, patent, trade secrets, copyright and any other proprietary rights.
7. Except to the extent disclosed to ICICI Bank in writing, no criminal proceeding, litigation, arbitration or any other proceeding is pending or threatened against the Service Provider, which, if adversely determined, might have a material adverse effect on the Agreement, Services or performance of the obligations by the Service Provider.
8. The Service Provider shall communicate to ICICI Bank all incidents of fraud and suspicious transactions, immediately upon occurrence of such incidents.
9. The Service Provider shall not do telemarketing for, and on behalf of ICICI Bank or its affiliates, unless specifically permitted by ICICI Bank in writing in advance. The Service Provider shall, if permitted by ICICI Bank as specified herein above for telemarketing any of the products of ICICI Bank, register themselves with Department of Telecommunications (*DOT*) in accordance with the procedure laid down by Telecom Regulatory Authority of India (*TRAI*) and comply with all the regulations, terms and conditions issued by TRAI, RBI, ICICI Bank or any other statutory or government authorities from time to time. The Service Provider shall not also call the persons who have registered themselves with “Do Not Call Registry” being maintained by DOT or ICICI Bank, if the Service Provider is permitted by ICICI Bank to do telemarketing.

## ***E. COVENANTS OF THE SERVICE PROVIDER***

The Service Provider agrees and undertakes that:-

1. Each of the representations and warranties shall be true at all times during the tenure of this Agreement.
2. It shall not issue any communication or letter on behalf of ICICI Bank in relation to the Services, to the customers of ICICI Bank, unless otherwise approved by ICICI Bank in writing.
3. ICICI Bank will be entitled to notify RBI or any other authority of the details of the Services and default in performance of the Services by the Service Provider.
4. The Service Provider shall take appropriate precautions not to breach the privacy of ICICI Bank, customers of ICICI Bank or any relevant third party during the course of performance of the Services.
5. The Service Provider shall regularly provide updates to ICICI Bank with respect to the Services and shall meet with the officials designated by ICICI Bank to discuss and review the performance of the Service Provider at such intervals as may be agreed between the Parties.
6. ICICI Bank shall be entitled to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the Service Provider in conjunction or connection with the Services performed for ICICI Bank.
7. ICICI Bank shall have a paramount charge, lien and right of set off on all monies payable, to the Service Provider or standing to the credit of the Service Provider with ICICI Bank or any of the affiliates of ICICI Bank against all or any sums which the Service Provider is liable to pay under this Agreement or in respect of any other arrangement entered into by the Service Provider with ICICI Bank or its affiliates of ICICI Bank. In the event that there remains any amount due from the Service Provider either to ICICI Bank or any of its affiliates under the Agreement or otherwise, the monies payable to the Service Provider or standing to the credit of the Service Provider shall be applied first towards the amount owed by the Service Provider to ICICI Bank or its affiliates under the Agreement or any other agreement and the Service Provider consents, confirms and agrees to execute all such documents or writings in this regard. For the aforesaid purpose, the Service Provider irrevocably authorises ICICI Bank to intimate such of its affiliates with whom the Service Provider has an account, to adjust the amount lying to the credit of the Service Provider's account with the affiliates of ICICI Bank against all the dues payable by the Service Provider to ICICI Bank and any discharge given by ICICI Bank to such affiliate of ICICI Bank in this regard, shall be valid and binding on the Service Provider.

## ***F. OBLIGATIONS OF THE SERVICE PROVIDER***

1. The Service Provider shall share the details of the Customers who have agreed to be contacted by ICICI Bank or its affiliates (*Leads*) in a manner as prescribed by ICICI Bank in writing from time to time and the Service Provider should be able to provide proof of Customer's expression of interest in products and services of ICICI Bank till six months from the date of supplying the Leads to ICICI Bank.

2. The Service Provider can share leads provided to ICICI Bank with other entities and organizations, engaged in similar business, after a period of \_\_30 (thirty)\_\_ days from the date of providing the Leads to ICICI Bank.
3. The Service Provider shall not mislead the Customers and shall convey the correct terms and conditions of the products of ICICI Bank to such Customers.
4. The Service Provider shall segregate and keep separately all information, documents, properties, assets, monies and records pertaining to the Services, and hold the same in trust for ICICI Bank and the Customers of ICICI Bank.

#### ***G. GOVERNING LAW AND JURISDICTION***

Any disputes in relation to the Agreement shall be referred to the courts of Mumbai and shall be governed by the laws of India.

#### ***H. INDEMNITY***

1. The Service Provider shall, at its own expense, indemnify, defend and hold harmless ICICI Bank and affiliates of ICICI Bank, their respective officers, directors, personnel, representatives, consultants, nominees, designees from and against any and all liability suffered or incurred (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) or any other loss that may occur, arising from or relating to:
  - (a) non-performance, inadequate performance, provision of deficient services or breach by the Service Provider, or its personnel, of any of the terms, conditions, covenants, undertakings, obligations or warranties under the this Agreement, including but not limited to the obligations of the Service Provider pertaining to data protection, confidentiality and intellectual property rights of ICICI Bank;
  - (b) acts, omissions, errors, misrepresentations, misconduct, negligence of the Service Provider or its personnel in performance of its obligations under this Agreement or
2. The Service Provider agrees that any notice or communication by an officer of ICICI Bank under this Section shall be deemed as sufficient proof that ICICI Bank has suffered or incurred liabilities (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) or any other loss. The Service Provider shall upon receipt of such notice or communication immediately, without any delay or demur or contest, indemnify ICICI Bank.
3. The Service Provider shall be liable to pay, on demand, the amounts to ICICI Bank, as determined by ICICI Bank under this provision, and ICICI Bank shall be, without prejudice to its other rights and remedies, entitled to adjust the amounts so determined to be due from the Service Provider against the future payments due by ICICI Bank to the Service Provider.
3. The Service Provider shall co-operate fully in defending any claims by any local, state or central authority against ICICI Bank with respect to any levies, taxes, duties, fines or penalties due and payable by the Service Provider, and shall indemnify ICICI Bank, fully and without limit, against the same.
4. The provisions of this section shall survive the termination of this Agreement.

## I. LIMITATION OF LIABILITY

Notwithstanding anything contained in this Agreement or in any other document,

- (a) Neither Party shall be liable for any indirect, incidental, consequential, special or exemplary damages, including but not limited to, loss of profits or loss of revenue, regardless of the cause or form of action.
- (b) ICICI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Service Provider or its personnel or any other person engaged by the Service Provider in the course of performance of Services
- (c) Even in the course of providing the Services if the Service Provider is acting under the instructions of customers or third parties, then for the limited purpose of those activities the Service Provider shall be deemed to be acting as the agent of the said customers and third parties.

## J. CONFIDENTIALITY:

1. This Agreement and all details, documents, data, applications, software, systems, papers, statements and business or customer information which is communicated under this Agreement in a tangible medium by either Party to the other Party and marked as confidential (*Confidential Information*) shall be treated as absolutely confidential and the Parties irrevocably agree and undertake to ensure that they shall keep the same as secret and confidential and that they shall not disclose the same, in whole or in part to any person without the prior written permission of the other Party.
2. Disclosure of Confidential Information may be made by a Party where such disclosure is required under Applicable Law, pursuant to an order, notice or summons received from appropriate authority or to its internal/external auditors, under intimation to the other Party. Confidential Information may be disclosed by a Party to its advisers, agents, employees, personnel, service providers, as may be required for the purpose of fulfilling its obligations under this Agreement, strictly on a need to know basis and under a duty of confidentiality to the disclosing Party. For sharing Confidential Information with any third party other than as stated in this clause, prior written consent of the other Party shall be obtained.
3. The confidentiality obligations shall not apply to (i) information in the public domain, or (ii) information that is received by a Party from a third person without breach of a confidentiality obligation by such third person, or (iii) disclosure of any information by a Party under any applicable law, rule, regulation or to a judicial, regulatory, quasi judicial, administrative or governmental body or authority.
4. The Parties agree to:
  - (a) Take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and/or alteration
  - (b) Not to misuse or permit misuse directly or indirectly, commercially exploit the

confidential information for economic or other benefit

- (c) Not to make or retain any copies or record of any confidential information submitted by either of the Party other than as may be required for the performance of the obligations under this Agreement.
- (d) Notify the other Party promptly of any unauthorized or improper use or disclosure of the confidential information.
- (e) Promptly return all the confidential documents or material that is in the custody of the other Party upon termination/expiry of this Agreement

5. The provisions of this clause shall survive the termination of this Agreement for a period of \_\_05 (five\_\_\_\_ years.

## **K. TERMINATION**

- 1. The Service Provider may terminate this Agreement for any reason whatsoever by giving a prior notice in writing of at least 30 days to ICICI Bank.
- 2. ICICI Bank may terminate this Agreement with a written notice for any reason whatsoever.

## **L .MISCELLANEOUS**

1. Amendments and Waivers:

- (a) Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed. In case of an amendment to the Agreement, the same will be signed by the Parties and in case of a waiver, by the Party against whom the waiver is to be effective.
- (b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

2. Assignment and Sub-contracting:

The Service Provider shall neither assign nor sub-contract any of the responsibilities of this Agreement to any sub-agent or sub-contractor without the prior written consent of ICICI Bank.

3. Notices:

All notices, requests and other communications to any Party hereunder shall be in writing and shall be given to such Party at its address or fax number as set forth herein. Each such notice, request or communication shall be deemed to be effective against the Party it is addressed to:

- (a) if given by fax, when such fax is transmitted to the fax number specified herein and the appropriate answerback is received,
- (b) if delivered by air courier service, 72 hours after such communication is delivered to the courier service, shipping charges paid and properly addressed, and
- (c) if given by any other means, when actually delivered at the address specified herein.

If to ICICI Bank:

ICICI Bank Limited  
ICICI Bank Towers  
Bandra Kurla Complex  
Mumbai 400 051  
India

Telephone: 26531414  
Fax No.: 26523220  
ATTN: Head, Cards Business

If to the Service Provider:

Telephone: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
ATTN: \_\_\_\_\_

4. Entire Agreement:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

5. Further Assurances:

In connection with this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated.

6. Severability:

The invalidity or enforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement. All the rights and obligations of respective Party shall be enforceable to the fullest extent permitted by law.

7. Independent Parties:

The status of each of the Parties under this Agreement will be that of an independent party and relationship is purely on principal to principal basis. Subject to the provisions of this Agreement, neither Party will have right to enter into any agreement on behalf of the other nor will it represent to any person, firm or corporation that it has such right or authority without the written consent of the other Party.

8. Headings:

The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

For ICICI Bank Ltd.

Mr. \_\_\_\_\_

Date :

Place :

For Service Provider

*(Applicable if the Service Provider is a body corporate -  
affixation of common seal to be as per constitutional  
documents)*

The Common Seal of the within named Service Provider,  
\_\_\_\_\_ Limited, has, pursuant to the  
resolution of its Board of Directors, passed in that behalf  
on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, hereunto been affixed  
in the presence of \_\_\_\_\_

OR



*(Applicable for Service Provider is in the nature of entity other than body corporate)*

SIGNED AND DELIVERED by \_\_\_\_\_, the  
within named Service Provider, by the hand of  
<sup>1</sup>  
\_\_\_\_\_

Date :

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<sup>1</sup> The agreement is to be signed, by all partners in case of partnerships; by the Karta and all adult coparceners / members in case of HUF; by the proprietor(ess) in case of proprietary concern

## SCHEDULE I

### I. NAME AND OTHER DETAILS OF THE SERVICE PROVIDER:

Name of the company / partnership / firm / proprietary concern / HUF / society / trust	
Names of all partners / Karta and all adult coparceners / members / proprietor(ess)	
Name(s) of the authorised signatory(ies)	
Registered / Head / Principal office address	
Address where notice is to be sent to	
Fax No/s.	
E-mail id	
Phone No/s.	
Attn: Mr./Ms.	

Any reference to the Service Provider shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns.

### II. TERMS OF PAYMENT:

### III. SCOPE OF WORK:

1. Identifying a potential Customer
2. Procuring detailed requirements of the Customers.
3. After procuring all the details of the potential Customer, either handing over the details of the potential Customer to the Sales Manager of ICICI Bank or referring the customer to ICICI Bank by mentioning information about the customer and the customer's requirement on any online or digital platform of ICICI Bank or ICICI Bank's affiliates.