

**Annexure-IV**

**(Model Draft Agreement with DAILY DEPOSIT AGENT Agent)**

(To be stamped as an Agreement-cum-Indemnity)

**AGREEMENT WITH DAILY DEPOSIT AGENT AGENT**

This Agreement made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20--- by and between THE SAMASTIPUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD. formed as per BIHAR CO-OPERATIVE SOCIETIES ACT. 1935 and having its Head Office at COURT CAMPUS, SAMASTIPUR (hereinafter referred to as the "Bank" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) of the FIRST PART

AND

\_\_\_\_\_ (Enter the name, constitution and address of the DAILY DEPOSIT AGENT Agent) hereinafter referred to as the "DAILY DEPOSIT AGENT " which expression shall unless it be repugnant to the subject or context thereof include his/her heirs, administrators, successors and permitted assigns as the case may be) of the SECOND PART

(Bank and DAILY DEPOSIT AGENT are hereinafter collectively referred to as "Parties" and individually as "Party").

WHEREAS:

- A. DAILY DEPOSIT AGENT is interested in providing DAILY DEPOSIT COLLECTION services to the Bank and has represented to the Bank that it has the requisite powers, skill, knowledge, experience, expertise, infrastructure and capability to act as above and to provide the various services in connection therewith.
- B. The Parties are desirous of entering into a formal agreement stating the duties and obligations of the DAILY DEPOSIT AGENT AGENT, the terms and scope of the services, compensation etc.

IN CONSIDERATION OF THE ABOVE IT IS AGREED BETWEEN THE PARTIES AS UNDER:-

1. Based on the representations and assurances made by the DAILY DEPOSIT AGENT the Bank agrees to avail the DAILY DEPOSIT AGENT Services provided by the DAILY DEPOSIT AGENT on terms and conditions contained herein.

2. SCOPE OF THE SERVICES, DUTIES & OBLIGATIONS OF THE DAILY DEPOSIT AGENT:

- authentication of the application for depositors;
- collection of small value deposits through PIGMI App;
- identification of depositors, borrowers ;
- collection and preliminary processing of loan applications including verification of primary information / data;
- creating awareness about savings and other products and education and advice on managing money and debt counseling;
- processing and submission of applications to branches;
- post-sanction monitoring;
- Follow-up for recovery.

Further, following activities will also be additionally undertaken by the DAILY DEPOSIT AGENT AGENTS as under:-

- recovery of principal / collection of interest
- sale of products / other third party products and
- any other service on behalf of the Bank, duly authorized by the appropriate authority

The DAILY DEPOSIT AGENT AGENTS will be undertaking activities within the normal course of the bank's banking business, **but conducted through the individuals/entities indicated above at places other than the bank premises.**

- 2.1 DAILY DEPOSIT AGENT shall introduce to the Bank those Persons who in their considered opinion are in need of and eligible to avail the credit facilities being offered by the Bank. The loan application together with the required documents / details and along with the recommendations of the DAILY DEPOSIT AGENT shall also be submitted to the bank to enable the Bank to process such requests. Bank may consider such requests on merits and at its sole discretion sanction loans to such persons on such terms and conditions as the Bank may deem fit. It is clarified that recommendation by the DAILY DEPOSIT AGENT shall not alone make a person eligible for loan and the grant of the loan shall be at the sole discretion of the Bank.
- 2.2 DAILY DEPOSIT AGENT shall be responsible for the monitoring of the functioning of the Borrowers who have been granted credit facilities by the Bank on their recommendations. DAILY DEPOSIT AGENT shall also ensure that such Borrowers utilize the credit facilities only for the purpose for which it is granted and that the Borrowers do not divert or siphon off the loan availed from the Bank for any other purpose other than for which it is granted.
- 2.3 DAILY DEPOSIT AGENT shall act prudently in accordance with the terms of this Agreement and shall exercise all due diligence in carrying out its duties and obligations under this Agreement.

3. **SERVICE CHARGE:**

- 3.1 In consideration of DAILY DEPOSIT AGENT performing their duties and obligations as stated in this agreement, the Bank shall make payment of commission as per decided by bank's board time to time.
- 3.2 The DAILY DEPOSIT AGENT shall not demand, collect / recover any commission / service charges or other monies from the Customers introduced by them to the Bank under this arrangement.

4. DAILY DEPOSIT AGENT shall act prudently in accordance with the terms of this Agreement and shall exercise all due diligence in carrying out its duties and obligations under this Agreement.

5. The DAILY DEPOSIT AGENT is aware that the basic idea of engaging their services is to reach out to the poor so as to make available the Banking facilities to the poor for their upliftment in the society. Accordingly, the DAILY DEPOSIT AGENT agrees that they shall always have commitment for social action and capacity building, which shall be non-discriminative, secular, non-exploitative and transparent.

6. The DAILY DEPOSIT AGENT is fully aware that public shall have the freedom to use banking facilities by approaching the Bank directly even though the DAILY DEPOSIT AGENT is available in their locality. Hence, the DAILY DEPOSIT AGENT shall not directly or indirectly convey or create an impression among the public that the Bank cannot be approached other than through the DAILY DEPOSIT AGENT .

**7. REPRESENTATION AND WARRANTIES BY DAILY DEPOSIT AGENT AGENT:**

7.1 DAILY DEPOSIT AGENT hereby assures, declares, represents and warrants that :

- a) The persons recommended by them for loan/deposit shall comply with the Know Your Customer (KYC) norms and that they are not involved in any money laundering activities.
- b) The DAILY DEPOSIT AGENT has the qualification stipulated by the Bank for acting as the DAILY DEPOSIT AGENT and has the business acumen to perform the duties stated herein.
- c) The DAILY DEPOSIT AGENT is not connected to any political parties, religious / communal organizations / groups.
- d) The DAILY DEPOSIT AGENT is not be defaulter with banks / societies / FI, etc.
- e) DAILY DEPOSIT AGENT does not have any criminal record and no criminal trial are pending in the court, courts or other authorities.
- f) The DAILY DEPOSIT AGENT shall not act or behave in any manner that will bring disrepute to the Bank.

8. It is agreed between the Parties that the Bank shall be within its rights to enter into similar arrangement with any other persons / organizations for DAILY DEPOSIT AGENT AGENT. Similarly, the DAILY DEPOSIT AGENT can enter into similar arrangement with any other Banks / FIs, etc.

9. DAILY DEPOSIT AGENT AGENTs shall not use the Bank's logo, marks etc. in any manner and shall not act / behave in any manner so as to cause an impression among the public that the DAILY DEPOSIT AGENT is an employee of the Bank.

**10. DURATION AND TERMINATION:**

- 10.1 This Agreement shall be effective from \_\_\_\_\_ and valid up to \_\_\_\_\_ unless renewed by the Bank at its sole discretion or pre terminated in the manner stated herein.
- 10.2 Either Party may terminate this Agreement by giving a written notice to the other in the event of breach of any of the material terms of this Agreement and on failure to remedy the breach for a period of 15 days from the date of receipt of notice notifying it of such default.
- 10.3 Without prejudice to the above, the Bank may at its sole discretion terminate this Agreement forthwith by issuing a written notice to DAILY DEPOSIT AGENT if, in the sole opinion of the Bank the performance of the DAILY DEPOSIT AGENT pursuant to this contract is not satisfactory.
- 10.4 Notwithstanding anything contained in this agreement, the Bank shall also be entitled to terminate this agreement for convenience without assigning any reasons to the DAILY DEPOSIT AGENT and without incurring any liability to Bank for such termination.

- 10.5 Termination shall not prejudice the right of the Parties to recover any payment due to it at the time of termination or accruing as a result thereof, nor shall such termination prejudice any cause of action or claim of a Party accrued. All obligations and liabilities incurred prior to termination will survive till discharged.
- 10.6 In the event of termination of this Contract, DAILY DEPOSIT AGENT shall return all material if any provided by the Bank within 7 days from the date of termination.
- 10.7 The provisions referred herein shall not prejudice the Bank from recourse to any other remedies available to itself by statute or otherwise, at law or in equity.
- 10.8 Termination of this agreement shall be without prejudice to the rights and remedies of the Bank to claim any punitive damages and/or liquidated damages or other damages from the DAILY DEPOSIT AGENT in connection with any breach or violation of the terms of the agreement during its currency and afterwards.

## **11.0 CONFIDENTIALITY**

- 11.1 For the purpose of this Agreement, Confidential Information shall mean all non-public information of the Bank which is accessible by or is available to the DAILY DEPOSIT AGENT whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form including, without limitation, all documents, data, applications, cheques papers and statements and any business / customer information and trade secret, any and all information relating to the Bank and / or its client's (whether past, present or future) business, technical or financial information, financial data, financial results and projections, costs and prices, details of suppliers, retainers, employees and consultants (past, present or prospective), technologies, technical and business strategies, business and marketing plans, marketing and sales techniques, pricing and other strategies, computer programmes, software tools, source codes, object codes, protocols, product descriptions, development schedules, product positioning, choices of produce names, trade secrets or know how, customer information and intellectual Property Rights as well as any such information not generally known to third parties or received from others that Business Facilitator is reasonably expected to treat as confidential.
- 11.2 The DAILY DEPOSIT AGENT acknowledges that in the course of performing their obligations under this agreement, the DAILY DEPOSIT AGENT shall be exposed to or acquire Confidential information. The DAILY DEPOSIT AGENT shall at all times, maintain confidentiality regarding the Confidential Information and shall not disclose the Confidential Information to any third party. The DAILY DEPOSIT AGENT shall also ensure that its employees / agents shall also maintain confidentiality of the information and not disclose the confidential information to any third party.
- 11.3 The DAILY DEPOSIT AGENT do hereby acknowledges that the Confidential Information (in whatsoever form) provided or accessed shall be and remain the property of the Bank and the DAILY DEPOSIT AGENT does not acquire by implication or otherwise, any right in or title to or license in respect of the information.
- 11.4 The DAILY DEPOSIT AGENT shall hold the information, data and details of this Agreement confidential. The DAILY DEPOSIT AGENT shall not divulge the data and details of this Agreement to any third party.
- 11.5 Individuals and employees assigned by DAILY DEPOSIT AGENT to provide services under this Agreement must sign a Confidentiality and Non Disclosure Agreement with DAILY DEPOSIT AGENT for protecting the Bank's Confidential Information with DAILY DEPOSIT AGENT. This remains entirely the DAILY DEPOSIT AGENT's responsibility.
- 11.6 On completion of the job assigned to them, the DAILY DEPOSIT AGENT shall immediately return to the Bank all Confidential Information of the Bank, in their possession or control. DAILY DEPOSIT AGENT is not authorized to create any database by using the data of the Bank.
- 11.7 In the event of a breach or threatened breach by DAILY DEPOSIT AGENT of this section, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain DAILY DEPOSIT AGENT from any such

breach, threatened or acute. This obligation of the DAILY DEPOSIT AGENT under this para shall remain in force even after termination of this Contract.

- 11.8 In the event the DAILY DEPOSIT AGENT is directed by court, regulatory, statutory or other authorities to disclose information recorded on any documents or any confidential Information, the DAILY DEPOSIT AGENT shall immediately notify the Bank in writing giving sufficient details of the court order or regulatory or statutory or similar process. In order to enable the Bank to make application for an appropriate protective order. Such notice shall be accompanied by a copy of such order / request also.

**12.0 No Agency**

- 12.1 The DAILY DEPOSIT AGENT shall perform its obligations under this Agreement as an independent party. Neither this Agreement nor the DAILY DEPOSIT AGENT's performance of obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the DAILY DEPOSIT AGENT or its employees, its Sub Agents.
- 12.3 DAILY DEPOSIT AGENT shall also be liable to pay all taxes including tax on Income, GST if any required to be paid in connection with the said service shall be borne by the DAILY DEPOSIT AGENT. Bank shall make payment to DAILY DEPOSIT AGENT after TDS.

**13.0 INDEMNITY :**

- 13.1 The DAILY DEPOSIT AGENT hereby indemnifies the Bank and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank and / or its Personnel due to any act or omission of the DAILY DEPOSIT AGENT including but not limited to :
- a) Bank's availing the Services provided by DAILY DEPOSIT AGENT under this Agreement and / or
  - b) an act or omission of the DAILY DEPOSIT AGENT AGENT, its employees, agents, etc. in the performance of the obligations of the DAILY DEPOSIT AGENT under this Agreement; and / or
  - c) claims made by the DAILY DEPOSIT AGENT against the Bank; and / or
  - d) breach of any of the terms of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the DAILY DEPOSIT AGENT under this Agreement, and/or
  - e) breach of confidentiality obligations of the DAILY DEPOSIT AGENT contained in this Agreement, and / or
  - f) Any act or Omission of the DAILY DEPOSIT resulting in a loss damage or claim against the Bank and / or its Personnel.
  - g) Misconduct attributable to the DAILY DEPOSIT AGENT
  - h) Any acts of fraud by DAILY DEPOSIT AGENT .
- 13.2 Notwithstanding any other provisions of this Contract, in no event shall the Bank be liable to DAILY DEPOSIT AGENT for lost profits or revenues, consequential or similar damages arising out of or in connection with the services, materials or assistance provided under this Contract, or for any claim made by the Bank.

**14. INSPECTION AND RIGHT TO AUDIT**

- 14.1 DAILY DEPOSIT AGENT shall keep complete and accurate records of all the transactions in connection with the Services provided to the Bank. DAILY DEPOSIT AGENT shall allow the Bank, its officials / auditors and / or regulators to inspect, examine and audit the DAILY DEPOSIT AGENT's operations as set forth in this Agreement DAILY DEPOSIT AGENT will co-operate with the Bank's internal or

external auditor to assure a prompt and accurate audit. DAILY DEPOSIT AGENT shall also co-operate in good faith with the Bank to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the Bank's audit report.

#### 15.0 **ASSIGNMENT**

This Agreement shall not be assigned, in whole or in part by DAILY DEPOSIT AGENT.

#### 16.0 **SEVERABILITY**

If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

#### 17.0 **GOVERNING LAW / JURISDICTION**

This Agreement shall be governed by & construed in accordance with the Laws of India and subject to the jurisdiction of the courts of SAMASTIPUR.

#### 18.0 **NOTICES**

Any notice or other communication provided for in this Agreement shall be in English and in writing and shall be transmitted or sent by post / courier or by facsimile transmission in which case confirmation copies to be sent by mail, to the Parties at their Address as specified hereunder and shall be deemed to have been received on the date of delivery / transmission by the other party.

Address for correspondence.

**BANK** : THE SAMASTIPUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD.,  
Head Office, \_\_\_\_\_

**DAILY DEPOSIT AGENT (Name & Address): -**

\_\_\_\_\_

- 20.0 The Bank may stipulate additional terms and conditions or duties and obligations to be complied by the DAILY DEPOSIT AGENT from time to time which shall be binding on the DAILY DEPOSIT AGENT as if incorporated herein.

IN WITNESS whereof the Parties hereto have executed this Agreement on the day, month and year, first hereinabove appearing.

Signed and Delivered by DAILY DEPOSIT AGENT  
by the Hand of \_\_\_\_\_

Signed and Delivered by THE SAMASTIPUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD.,  
Within named THE SAMASTIPUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD. by the hand of \_\_\_\_\_ its authorized Official (Branch Manager).