

## TERMS AND CONDITION FOR DEALER REGISTRATION

**HOME CREDIT INDIA FINANCE PRIVATE LIMITED**, a private company limited by shares incorporated under the provisions of the Companies Act, 1956, as amended from time to time, (hereinafter referred as “**HCIN**”) grants Loan (*as defined herein below*) to Customers after approval of the prescribed Loan Documents submitted to HCIN. The Dealer, who intends to do business with HCIN and provide loan facility to the Customers, may obtain registration with HCIN after agreeing to, and abide by, the terms and conditions mentioned herein below, as may be amended from time to time (hereinafter referred to as “**Dealer Registration Conditions**”). The Dealer further agrees to execute such necessary documents or provide such necessary consent (either orally or in writing or through digitally), as may be deemed necessary by HCIN to give effect to the Dealer Registration Conditions.

### 1. DEFINITIONS

In this Dealer Registration Conditions, except where the context otherwise require, the following words and expressions mean the following:-

- 1.1. “**Active Contract**” refers to the complete set of all the Loan Documents and Customer Documents signed by the Customer, or the Dealer/ Dealer Representative, or the HCIN's Representative, as the case has be, which has been approved by the HCIN basis which the contract is activated/registered by the HCIN and Disbursed Amount may be released.
- 1.2. “**Advance Money**” means the total money paid by the Customer to the Dealer at the time of purchase of the Commodity on Loan provided by the HCIN and includes one or more of the following as applicable:-
  - 1.2.1. Down Payment
  - 1.2.2. Processing Fees
  - 1.2.3. Any amount or other charges in respect of Loan obtained by Customer.
- 1.3. “**Application Form**” means the application form, as prescribed by HCIN from time to time, signed and submitted by the Customer to avail the Loan.
- 1.4. “**Applicable Laws**” shall mean all by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the Effective Date or thereafter as applicable to the Parties, or to the subject matter of this Dealer Registration Conditions, as the case may be.
- 1.5. “**Approval Letter**” shall mean the document issued by HCIN approving the registration of Dealer's Premises for doing business with HCIN and containing the commission/ interest subsidy payable by Parties, equipment provided by HCIN, details of Dealer Representative Associate (DRA) appointed by Dealer and Service of Notice and Means of Communications.
- 1.6. “**Balance Amount on the Commodity/ Disbursed Amount**” means the amount arrived at after deducting the Advance Money from the Total Price of the Commodity.
- 1.7. “**Competent Authority**” means and includes the Central Government, State Government, Commission, Forum, Municipal Authorities, other local Authorities, the Courts of Law, the Tribunals, or any other judicial/ quasi-judicial/ administrative authority having the jurisdiction over all or any of the matter arising from or touching this Dealer Registration Conditions.
- 1.8. “**Commodity**” means the goods available for sale at the Dealer's Premises for which the HCIN has agreed to provide the Loan to the Customer.

- 1.9. **“Customer”** means a person who applies to the HCIN for any kind of loan.
- 1.10. **“Customer Documents”** means the identity proof, residential address proof, recent photograph and income proof of the Customer as per the applicable standards of the HCIN and include such other documents of the Customer as may be required to be collected from the Customer under Applicable Laws.
- 1.11. **“Dealer”** means the person/entity who has applied for the registration of Dealer’s Premises with HCIN and the details of which is contained in Approval Letter.
- 1.12. **“Dealer’s Premises”** means the place(s) where the Dealer’s business is carried on and from where the Customers submits the Application Form.
- 1.13. **“Dealer’s Representatives”** means the employees, agents, or representatives of the Dealer deployed in the Dealer’s Premises from time to time on whom Dealer exercises complete control and authority.
- 1.14. **“Down Payment”** means the difference between the Total Price of the Commodity and the Loan Amount approved by the HCIN.
- 1.15. **“Dealer Registration Application”** shall mean the document submitted by Dealer for registration of Dealer Premises for doing business with HCIN.
- 1.16. **“Interest Subsidy”** means the amount granted by the Dealer to HCIN in lieu of granting the Loans/ finance to the Customers for purchasing the Commodities from Dealer either at no interest or at lower rate of interest, as the case may be, and thereby compensating HCIN for the loss occurred due to the charging of such lower/ nil rate of interest from such Customer.
- 1.17. **“Investigating Officer”** means the competent person(s) appointed by HCIN, at its sole discretion, to investigate the corporate/ business frauds committed in the finance sector.
- 1.18. **“Loan/ Loan Amount”** means the amount which HCIN has financed to the Customer for the purchase of the Commodity from the Dealer.
- 1.19. **“HCIN’s Representatives”** means the employees, agents, or representatives of HCIN on whom HCIN exercises the complete control and authority.
- 1.20. **“HCIN’s Technology”** means and includes the software programs, code, systems, processes, procedures, data, concepts, proofs of concepts, ideas, designs, scripts, graphics, art work, information and databases and all other materials of any kind conceived by, produced by, purchased by, licensed to, or assigned to HCIN, alone or with others, resulting from or relating to the HCIN’s business including its Customers, and the customization, improvements and inventions made thereon, including, without limitation, all copyrightable or patentable materials, all trade secret materials and all other proprietary materials.
- 1.21. **“Loan Documents”** means the documents duly executed, accepted and/ or agreed upon by the Customer, including but not limited to the Borrower Consent Form, Application form, Delivery Advice, Declaration in vernacular language, Loan Summary/ Sanction Letter, Promissory Note, ECS Mandate form, Loan Agreement, invoice of the Commodity or such other document as may be required by HCIN to be executed, accepted and/ or agreed upon by the Customer from time to time by whatever name called.
- 1.22. **“Loan Schemes”** means one or more schemes designed by HCIN for granting loans on various Commodities.
- 1.23. **“Party”** shall individually referred to as HCIN and Dealer.
- 1.24. **“Parties”** HCIN and Dealer shall be collectively referred to as Parties.
- 1.25. **“Personal Loan”** means the Loan designated as “Personal Loan” by HCIN to the Customers for any legal purposes other than financing the purchase of Commodity from the Dealer.

- 1.26. **“Processing Fees”** means all the fees charged by HCIN from the Customer on or after submission of Application Form for providing the Loan. The Processing Fee shall be collected by Dealer on behalf of HCIN.
- 1.27. **“Suspected Activity”** means any act committed by a person :-
- 1.27.1. that raises suspicion that such act intends to commit fraud, forgery, cheating, criminal breach of trust or any other offence against any other person;
  - 1.27.2. that raises suspicion that such an act intends to violate any of the Applicable Laws or any of the terms and conditions of this Dealer Registration Conditions;
  - 1.27.3. that raises suspicion that it intends to affect the interest of HCIN.
- 1.28. **“Total Price of the Commodity/ Invoiced Amount”** means the full and final price of the Commodity charged by the Dealer to the Customer for the sale of the Commodity and mentioned in the invoice raised by the Dealer in respect of such sale of the Commodity.

## 2. **INTERPRETATIONS**

In this Dealer Registration Conditions unless the context otherwise requires:

- 2.1. Reference to any Party shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its legal heirs, attorneys, successors, representatives and permitted assignees;
- 2.2. where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings;
- 2.3. headings are inserted for ease of reference only and are not to be used to define, interpret or limit any of the provisions of this Dealer Registration Conditions, references to the singular shall include references to the plural and vice versa and words denoting one gender includes all genders;
- 2.4. The terms "include" and "including" shall mean "include without limitation";
- 2.5. All references to this Dealer Registration Conditions shall be deemed to include any amendments or modifications to this Dealer Registration Conditions, as the case may be, from time to time.

## 3. **INCORPORATION OF OTHER DOCUMENTS**

- 3.1 Approval Letter and Dealer Registration Application shall form the integral part of this Dealer Registration Condition. In the event of any conflict between the Approval Letter, Dealer Registration Application and this Dealer Registration Condition, order of precedence shall be (i) Approval Letter (ii) Dealer Registration Conditions (iii) Dealer Registration Application.

## 4. **UNDERSTANDING BETWEEN THE PARTIES**

- 4.1. Each Party intends to promote its own business by sharing the equipment, technology, experience and other facilities provided or agreed to be provided by a Party to the other Party under this arrangement.
- 4.2. The relationship between the Parties is purely a business relationship based upon Principal-to-Principal arrangements and shall, unless expressly provided otherwise, never be construed as partnership, or joint venture, or master-servant, principal-agent arrangement between the Parties for any purpose whatsoever and the Dealer shall not act or attempt to act or represent itself directly or by implication as an agent/ partner of HCIN or incur any obligation on behalf of or in the name of HCIN.
- 4.3. HCIN neither guarantees any minimum sale or business to the Dealer nor undertakes to provide any kind of service or facility for consideration to the Dealer and the Dealer shall be solely responsible for all its business and undertakes to bear all losses or profits arising out of such business.

**5. REPRESENTATIONS BY THE DEALER**

- 5.1 The Dealer hereby agrees to abide by, and continue to abide by, the representations made to HCIN in Dealer Registration Application.

**6. REPRESENTATIONS BY HCIN**

HCIN hereby represents and warrants as of the date hereof as follows:-

- 6.1. HCIN is a legal entity established under the provisions of the Companies Act, 1956 and has obtained the necessary registration from the Reserve Bank of India for carrying on the business as a Non-Banking Financial Company in India.
- 6.2. HCIN is a financially solvent company as per the Applicable Laws and has neither applied to any Competent Authority for declaring it as insolvent nor any order has been passed by any Competent Authority declaring it to be insolvent.

**7. OBLIGATIONS OF THE DEALER**

The Dealer shall have the following obligations under this Dealer Registration Conditions:-

- 7.1. The Dealer shall allow the HCIN's Representatives to enter the Dealer's Premises during the business hours and to use the specified portion of Dealer's Premises as well as such equipment, furniture and other facilities as required by the HCIN during the tenure of this arrangement. The Dealer shall allow the HCIN's Representatives to enter the Dealer's Premises and supervise the observance of the Loan process by the Dealer and the Dealer's Representatives.
- 7.2. The Dealer shall provide complete assistance to the HCIN and its representatives for the purposes of processing Loan to the Customers.
- 7.3. The Dealer shall also permit the Customer(s) to enter Dealer's Premises in case HCIN offers Personal Loans to the Customer(s) and request them to visit Dealer's Premises for further processing of Loan and execution of necessary Loan Documents.
- 7.4. Unless directed and/ or consented by the HCIN in writing or expressly agreed under this Dealer Registration Conditions, the Dealer shall not represent to the Customer in any manner whatsoever that the Dealer/ Dealer's Representative is the agent of the HCIN or that the Dealer has the authority to approve the Loan on the Commodity to any Customer. Furthermore, the Dealer is not entitled to promise or guarantee any approval of Loan Amount to the Customer without the prior written consent of the HCIN.
- 7.5. The Dealer shall inform its Customers about the various services/ facilities/ Loan Schemes of the HCIN and use sufficient number of hoardings, banners and other advertising materials in the Dealer's Premises to inform the Customers about the various services/ facilities/ Loan Schemes offered by the HCIN. The Dealer shall co-operate with the HCIN, at no cost upon HCIN, in placing such marketing or advertising materials as may be specified by HCIN in Approval Letter at such conspicuous places of the Dealers Premises where the visitors and Customers can clearly notice the same.
- 7.6. The Dealer shall not hold any of his own marketing or promotional campaigns or actions presenting the Loan Schemes without the prior written approval from the HCIN, whereas the Dealer shall provide for the purpose of the prior approval to the HCIN all materials to be used during such campaigns or actions.
- 7.7. The Dealer shall not provide any misleading or wrong information to the Customer about the HCIN or its Loan Schemes.

- 7.8. The Dealer shall share the list of all the employees, representatives and/ or agents working for the Dealer at the Dealer's Premises along with their email addresses and the mobile contact information with the HCIN from time to time. The Dealer authorises the HCIN on behalf of such employees, representatives and/ or agents to communicate with such employees, representatives and/ or agents as may be required by the HCIN from time to time.
- 7.9. The Dealer and Dealer's Representatives undertake to follow and abide by the instructions/ directions of the HCIN relating to Loan process as communicated by the HCIN to the Dealer from time to time.
- 7.10. The Dealer shall inform the HCIN about any change in constitution, control and management, legal status, name, address, bank account and/ or nature of the business of the Dealer within 15 days of the change.
- 7.11. The Dealer shall not interfere in the business operations of the HCIN or working of the representatives of the HCIN.
- 7.12. The Dealer shall not use the logo, trademark and/ or the name of the HCIN for any purpose whatsoever except so far as consented by HCIN in writing.
- 7.13. The Dealer shall provide complete assistance to the HCIN and its representatives for taking actions against the defaults committed by any Customer against the HCIN.
- 7.14. The Dealer shall immediately inform the HCIN where a Customer, who has purchased the Commodity on Loan/ finance from the HCIN, has approached the Dealer for replacement/ exchange of such Commodity.
- 7.15. The Dealer shall not charge any mark-up or hidden cost from the Customers buying the Commodity on Loan provided by the HCIN.
- 7.16. Where the Commodity sold to the Customer is a vehicle or any other goods that requires the insurance and/ or registration with any specified person/ Competent Authority before delivering the same to the Customer, the Dealer, immediately after obtaining the Insurance Cover Note/ Registration Certificate, shall provide a copy of such Insurance Cover Note and/or Registration Certificate and all other related documents to the HCIN before delivering such documents to the Customer.
- 7.17. Where the HCIN creates any hypothecation, lien or charge of any nature on the Commodity, the Dealer shall provide complete assistance and cooperation in registration of such hypothecation, lien or charge of any nature on the Commodity with the Concerned Authority before its delivery to the Customer.
- 7.18. The Dealer shall be solely responsible for all the grievances of the Customer relating to any defect, delivery or functioning of the Commodity.
- 7.19. The Dealer shall immediately inform the HCIN if the Dealer knows about the criminal background of the Customer, or inability of the Customer to repay Loan, or any other information that may impact the decision of the HCIN to approve the Loan to the Customer.
- 7.20. The Dealer hereby acknowledges and agrees that the Balance Amount on the Commodity to be financed under the Loan agreement entered into by the HCIN and the Customer will be paid directly to the Dealer by the HCIN subject to the terms and conditions of this Dealer Registration Conditions.
- 7.21. Where any information and/ or document is demanded by the HCIN either for the purpose of providing Loan to the Customer or for the settlement of accounts in terms of this Dealer Registration Conditions, the Dealer undertakes to provide true, complete and timely information/ documents as required by the HCIN.
- 7.22. Where the Loan agreement of the HCIN with any Customer is cancelled before the delivery of the Commodity, the HCIN shall immediately inform the Dealer not to deliver the Commodity to the

Customer and the Dealer shall be obliged to immediately follow such instruction. The transaction for the Commodity for which the Loan agreement was executed between the HCIN and Customer shall be treated as cancelled and no rights and liabilities shall accrue to either of the Parties except that the Dealer shall either adjust or refund the Advance Money received for the Commodity as per the instructions of the HCIN. The Dealer hereby acknowledges and agrees that the HCIN shall have the right to cancel the payment of the Balance Amount on the Commodity payable by the HCIN in such cases or claim its return should the Balance Amount on the Commodity was already provided to the Dealer.

## 8. COLLECTION OF AMOUNT FROM CUSTOMERS

- 8.1. The Dealer hereby agrees to be engaged as a repayment channel agent for HCIN and assist the Customers in repayment of any amount (including but not limited to principal amount, fees, penalties and other charges) towards the Loan taken by the Customer from the HCIN. For this purpose, the Customers can visit the Dealer's Premises and make the aforesaid payment in cash to the Dealer/ Dealer's Representative. The Dealer shall verify the Customer's details as per the database shared by the HCIN in secured mode. After such verification, the Dealer shall update the database with the amount repaid by such Customer and shall acknowledge the payments so received from the Customer. The Dealer shall be obliged to remit the money collected from the Customer to HCIN as per the instructions received from HCIN from time to time. The Dealer shall receive the amount in cash in Indian Rupees only and ensure that no counterfeit currency is received from the Customer.
- 8.2. In case the Dealer fails to remit the cash collected from the Customers to HCIN as per the process provided by HCIN, the Dealer shall be liable to pay penalty amounting to Rs.50/- per payment from the Customer or 5% of the cash collected from each Customer but not remitted to Company, whichever is higher, for each day of delay in remittance to HCIN. Further, the HCIN shall have the absolute right to set off the whole or part of such amount as provided in this Dealer Registration Conditions.

## 9. HCIN'S TECHNOLOGY

Where HCIN's technology is used in the Dealer's Premises, the Dealer undertakes and confirms that:-

- 9.1. The Dealer shall provide utmost safety and take reasonable precautions to protect the HCIN's Technology from unauthorised access, thefts, misuse, database corruption/ deletion and other possible threats and dangers that may occur or caused to HCIN's Technology in the Dealer's Premises.
- 9.2. The HCIN's Technology shall remain the property of the HCIN and the Dealer shall have no right of any nature whatsoever on the HCIN's Technology.
- 9.3. This Dealer Registration Conditions also governs the use of any telephone (either through human interface or AVR), fax, e-mail and short messaging service (sms) by the Parties as well as the mobile applications, online portal and/ or other options (both digital and physical) as may be made available/used by HCIN to its Dealers during the period of this arrangement for the purpose of performing obligations by respective Parties and sending/ receiving notices and correspondence from each other (hereinafter all such options are referred as "**Means of Communications**"). Such Means of Communications may also be used by the respective Parties for communicating data/ information which may be confidential in nature, such as, log-in id and passwords for using HCIN's Technology, Customer's details, Dealer's payment details etc. The Dealer has provided the e-mail addresses and mobile contact details of the Dealer's Representative which shall be used for





aforesaid Means of Communication. Any notice/ intimation given, or any instruction provided, or any communication delivered by HCIN to the Dealer and/ or any consent given, or any arrangement agreed by the Dealer by the use of any such Means of Communication shall be valid and binding on the Dealer. The Dealer authorizes HCIN to accept all the instructions/ applications/ requests made by Dealer through any of such Means of Communication opted by the Dealer. The Dealer agrees that the phone number, e-mail address and other details provided by the Dealer is owned by and belong to the Dealer/ Dealer's Representative only. The Dealer understands and agrees that accepting requests/ instructions through any of the means of communication shall at all times be subject to the sole discretion of HCIN and that HCIN may, at its sole discretion, refuse to act on such requests/ instructions. The Dealer is obliged to keep any password and any identification number designated by or provided to him hereunder as confidential, and he shall be responsible for any consequence that may arise from the use of such password by any other Person. HCIN shall not be liable in any manner for access to the account of the Dealer by use of the user password by any Person whomsoever.

## 10. **SHARING OF RESOURCES**

### 10.1. BY THE DEALER-

10.1.1. The Dealer undertakes to provide the equipment, services and facilities as mentioned in Approval Letter in the course of granting Loan to the Customer. The Dealer confirms that such equipment, services and facilities can also be used by the HCIN and HCIN's Representatives for the purposes of processing of Personal Loans to Customer(s).

10.1.2. The Dealer shall provide the equipment and other facilities for HCIN's use as per the technical specifications, if any, shared by HCIN.

10.1.3. The facilities provided by the Dealer shall be shared between the Dealer, Dealer's Representatives, HCIN's Representatives and other financiers, if any, unless otherwise agreed between the HCIN and the Dealer.

10.1.4. The Dealer shall be responsible to keep the facilities, equipment and furniture in good working condition at his own costs and expenses.

10.1.5. The Dealer confirms that the aforesaid facilities, equipment and furniture shall be provided to the HCIN and the HCIN's Representatives without charging any cost, expense, or fees from the HCIN.

10.1.6. The Dealer and the HCIN may, with the mutual consent, add any other facility or equipment or change the specification or quantity of any facility or equipment in future.

### 10.2. BY THE HCIN-

10.2.1. The HCIN may provide the equipment as mentioned in Approval Letter in the course of granting Loan to the Customer.

10.2.2. Such equipment shall be used exclusively in relation to granting Loan to Customers.

10.2.3. The Dealer shall be solely responsible to keep such equipment in good working condition and any cost incurred by the HCIN in respect of the loss, damage or theft of such equipment, other than normal wear and tear, shall be recovered from the Dealer in such manner as the HCIN considers appropriate.

10.2.4. The Dealer and the HCIN may, with the mutual consent, add any other equipment or change the specification or quantity of existing equipment in future.

## 11. **COMMISSION PAYABLE TO THE DEALER**

11.1. The HCIN may pay the commission to the Dealer as per the rates provided in Approval Letter.

- 11.2. Unless otherwise agreed between the Parties, such commission shall be payable by the HCIN only once per Active Contracts.
- 11.3. The HCIN shall have the right to adjust all or part of such commission with any amount due and payable by the Dealer to the HCIN, including the amount as collected by the Dealer under Clause 8 above, whether under this Dealer Registration Conditions or otherwise, without obtaining any prior approval from the Dealer.
- 11.4. The aforesaid payment of the commission by the HCIN shall be inclusive of all taxes including Goods and Services Tax (GST), duties and other levies, if any, charged or chargeable in future by any Government Authority. However, the HCIN shall be entitled to deduct tax at source from such amount of the commission as per the applicable provisions of the Income Tax Act for the time being in force.
- 11.5. The HCIN may, at its sole discretion and after giving prior notice of at least 7 days, change the commission payable to the Dealer by the HCIN. In such case, the process referred in Clause 21 ('Amendments') shall be followed for effect such change.
- 11.6. The Dealer is obliged to raise a valid tax invoice carrying all the declarations as prescribed under the GST Law and confirming to the requirements of the tax/GST laws. Dealer would be required to issue the invoice on the billing location as provided by the HCIN. Unless the Parties otherwise agree, HCIN shall not accept any other type of invoice which does not contain the aforesaid particulars.
- 11.7. The Dealer agree that the invoice raised shall be in accordance with GST Act and rules thereunder and in case any credit, refund or other benefit is denied or delayed to HCIN due to any non-compliance by the Dealer (such as failure to upload the details of the sale on GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Dealer, it would reimburse HCIN the loss including, but not limited to, the input tax credit loss, interest and penalty and HCIN shall have the right to set-off such loss or input tax credit loss, interest and penalty from any amount payable to the Dealer.
12. **DETERMINATION AND PAYMENT OF INTEREST SUBSIDY**
- 12.1. HCIN and Dealer hereby mutually agree on the calculation and determination of Interest Subsidy only once per Active Contract or such other time agreed by the Parties for the Commodities of Dealer in a format as provided in Approval Letter, pursuant to which HCIN shall design and launch its Loan Schemes to the Customers.
- 12.2. While determining the Interest Subsidy for various Loan Schemes, the Parties shall take into consideration following factors also:
- 12.2.1. Commodities on which a Loan Scheme will be launched by HCIN;
- 12.2.2. The period for which each such Loan Scheme is available for Customers;
- 12.2.3. Whether the Interest Subsidy shall be calculated on Commodity Price or the Loan Amount.
- 12.3. The Parties hereby agree and confirm that the Interest Subsidy will be based either on the Total Price of the Commodity as stated in the duplicate copy of the Invoice of Commodity given by the Dealer to HCIN, or on the Loan Amount sanctioned by HCIN to the Customer for purchase of Commodity, as may be mutually agreed between HCIN and Dealer and shall be exclusive of Goods and Service Tax (GST).
- 12.4. The HCIN, basis the Active Contract and invoice received from the Dealer, shall share with the Dealer an Interest Subsidy Due Report (ISD Report), to support the payments of Interest Subsidy.
- 12.5. If the Dealer requires any clarification/ information on ISD Report, the Dealer shall revert on the same within 24 hours of receiving the ISD Report, failing which, the ISD Report shall be deemed to



- be accepted by the Dealer and the Dealer shall not raise any dispute/ claim thereafter on such ISD Report.
- 12.6. In case of any discrepancy, the HCIN shall provide necessary clarification, information, or rectification, as the case may be, to the Dealer, within 24 hours of such clarification/information sought by the Dealer and provide the revised ISD Report, if considered necessary. If the Interest Subsidy is required to be adjusted for any reason, such adjustment shall be done as may be agreed between the parties.
- 12.7. The Dealer hereby irrevocably authorizes the HCIN to adjust the amount of Interest Subsidy against the Balance Amount on the Commodity or any amount payable by HCIN, as the case may be, as per the sole discretion of the HCIN.
13. **PROCESSING OF LOAN BY DEALER'S REPRESENTATIVE**
- 13.1. The provisions of this Clause 13 are applicable where HCIN, based on request of the Dealer, appoints Dealer's own representatives in Dealer's Premises to provide assistance in granting Loan by the HCIN to the Customer
- 13.2. The Dealer shall appoint Dealer's Representatives for assisting the HCIN in granting the Loan to the Customers and provide the verified details of such Dealer's Representatives to the HCIN at the time of signing this Dealer Registration Conditions. Any change in such Dealer's Representatives shall be intimated to the HCIN within 24 hours of the change. The Dealer shall be solely responsible for discharging all the obligations of the employer, as applicable, under the provisions of labour laws in respect of the Dealer's Representatives, including payment of remuneration to such representatives, without creating or imposing any liability whatsoever on the HCIN under any law for the time being in force.
- 13.3. The Dealer shall obtain necessary undertaking from each of such Dealer's Representatives, as on the date of his appointment, at the latest, to the effect that the Dealer's Representative shall be bound by the terms and conditions of this Dealer Registration Conditions, including but not limited to the Confidentiality, safety of HCIN's Technology and Equipment.
- 13.4. The Dealer undertakes and confirms to provide training to the Dealer's Representatives, from the HCIN's Representatives for such period and on such place as may be required by the HCIN. The scope of such training shall include the training on collection and verification of documents as necessary or suitable, working on HCIN's Technology, Loan documentation, dealing with Customers and knowledge about the products, guidelines, procedures for logging applications and schemes offered by the HCIN as may be applicable from time to time.
- 13.5. The HCIN may grant commission/ brokerage, either in cash, reward points or in kind, to the Dealer's Representative for assisting in granting the Loan to the Customers on such conditions and at such rates as may be determined by the HCIN at its sole discretion. The HCIN may execute separate agreement with each such Dealer's Representative provided that such payment or such agreement shall, in no manner whatsoever, constitute or deemed to constitute or establish or deemed to establish any employer- employee relationship between the Dealer's Representative and the HCIN and such payment or agreement shall not absolve the Dealer from its liabilities, if any, towards such Dealer's Representatives under applicable labour laws.
- 13.6. The Dealer has the responsibility to take utmost care in collecting Customer Documents and arranging signatures of Customer on the Loan Documents as required by the HCIN and shall verify the authenticity of such Customer Documents/ information. Such documents/ information collected by the Dealer from the respective Customer shall be treated as Confidential Information. The HCIN

- shall, through its representatives provide the detailed instruction, guidelines and training to the Dealer/ Dealer's Representatives on verification of such documents/ information.
- 13.7. The HCIN shall, relying upon the information provided by the Dealer/ Dealer's Representatives, decide upon the rejection/ approval of the Loan Application of the Customer. In case the HCIN approves the Loan Application, the Dealer shall ensure the execution of all necessary Loan Documents before delivery of the Commodity. The Dealer shall, on approval of the Loan by the HCIN, arrange the signature of Customer on Loan Documents and deliver the same along with the Customer Documents, to the HCIN within 7 days from the date such Loan is approved by the HCIN. The Dealer shall not deliver the Commodity until the Customer has signed Loan Documents, submitted Customer Documents and paid Advance Money to Dealer. All such documents shall be delivered by the Dealer at such place as may be informed by the HCIN from time to time. In case the Dealer fails to deliver the Loan Documents and Customer Documents within 7 days from the date of such Loan is approved by the HCIN, the HCIN shall have the absolute right to cancel the Loan Application without any prior notice to the Dealer. Further it is agreed between the Parties that in case any of the Loan Document(s) and/ or Customer Document(s) is not as per the standards acceptable to the HCIN, the Dealer shall be obliged to deliver the correct documents within 13 days from the date of such intimation by the HCIN. For this purpose, the Dealer shall approach the Customer if required and arrange to rectify and sign such documents from the Customer. In case the Dealer fails to deliver the correct documents upto the satisfaction of the HCIN within 13 days, the HCIN shall have the absolute right to cancel the Loan Application without any prior notice to the Dealer. The HCIN also reserves the right to unconditionally suspend the payment of the Balance Amount until it is fully satisfied with the documents furnished by the Dealer. Further, if the correct documents are not provided within aforesaid period of 7 days, or 13 days, as the case may be, the HCIN shall not be liable to make any payment (whether of Disbursed Amount or any Commission) on the Commodity to the Dealer irrespective of the fact that Commodity has been delivered basis the Delivery Advise issued by HCIN. Where any such payment on the Commodity has already been made by the HCIN, the HCIN shall have the absolute right to set off as provided in this Dealer Registration Conditions. If all the Loan Documents and the Customer Documents delivered by the Dealer are found correct by HCIN within the aforesaid time period of 7/ 13 days, the HCIN shall update the same as Active Contract in its record within 7 days of such receipt.
- 13.8. Where the Dealer fails to follow the instructions of the HCIN in collection and verification of documents, the Dealer shall be held solely responsible for any fraud and/ or forgery committed upon, or loss/ damage caused to, the HCIN and/ or Dealer because of such failure and the Dealer undertakes to fully indemnify and keep indemnified the HCIN for such fraud/ forgery committed, loss or damage caused.
- 13.9. Subject to the terms & conditions of this Dealer Registration Conditions, the Balance Amount on the Commodity shall be paid to the Dealer after necessary deductions (if any) permissible under this Dealer Registration Conditions by the HCIN within 07 days of activating the Loan as Active Contract as mentioned in Clause 13.7. The HCIN shall have the absolute discretion to decide on the release of Disbursed Amount before activating the Contract as per Clause 13.7.
14. **PROCESSING OF LOANS BY HCIN'S REPRESENTATIVE**
- 14.1. The provisions of this Clause 14 are applicable where the Loan is processed by HCIN's Representative at the Dealer Premises.
- 14.2. The HCIN shall appoint HCIN's representatives for assisting the HCIN in granting the Loan to the Customers. The HCIN shall be solely responsible for discharging all the obligations of the employer,

- as applicable, under the provisions of labour laws in respect of the HCIN's Representatives, including payment of remuneration to such representatives.
- 14.3. The HCIN's Representatives shall be authorised to collect Customer Documents as may be specified by the HCIN from time to time. In case the HCIN approves the Loan Application, the HCIN's Representatives shall ensure the execution of all necessary documents at the time of granting Loan to the Customer. The HCIN shall through its Representatives, at its sole discretion and based upon the documents provided by the Customer to the HCIN's Representatives, verify the Loan Documents and inform the decision on the Loan Application after the receipt of Loan Documents.
- 14.4. The Commodity shall be delivered to the Customer only after:-
- 14.4.1. The Customer Documents have been collected from the Customer and have been verified including the signatures of the Customer as per the process of HCIN.
- 14.4.2. Loan has been approved by the HCIN and the Delivery Advice has been issued to the Dealer.
- 14.4.3. Advance Money required to be collected from the Customer as mentioned in the Delivery Advice is received by the Dealer from the Customer.
- 14.5. The Balance Amount on the Commodity shall be paid to the Dealer by the HCIN, within 07 days of the execution of Loan documents by the Customer, after necessary deduction(s), if any, permissible under this Dealer Registration Conditions.
- 14.6. The HCIN may, after giving prior notice of 7 days, may appoint HCIN's representative at Dealer's Premises at its sole discretion by following the process referred in Clause 21 ('Amendments').
- 15. OFFENCE DETECTION AND PREVENTION MEASURES**
- 15.1. The Dealer undertakes to provide complete support and assistance to the HCIN in detecting, investigating and preventing any offence that may be committed, or has been committed, by any person against the Dealer and/ or HCIN.
- 15.2. The Dealer and its representatives undertake to follow the procedures and measures provided by the HCIN from time to time, with respect to the offence detection and prevention. Where the Dealer and its representatives have been complying with the Loan process and the terms and conditions of this Dealer Registration Conditions, the Dealer/ its representatives shall not be held directly responsible for the Suspected Activity/ offence.
- 15.3. The Dealer or its representatives shall not accept or agree to accept any commission, gift, share of profit or any other favour, whether in cash or in kind, from the Customer as a consideration for Loan provided by the HCIN.
- 15.4. The Dealer and its representatives shall neither collude with the representatives of the HCIN, nor shall offer, or agree to offer, or pay, or agree to pay any money, share, commission, gift, share of profit etc. to the representatives of the HCIN, nor shall threaten the representatives of the HCIN for the purpose of providing the Loan to the Customers in a manner against the credit/ lending policies of the HCIN.
- 15.5. Where the HCIN suspects involvement of the Dealer and/ or its representatives in the Suspected Activity:-
- 15.5.1. HCIN may investigate the matter by appointing an Investigating Officer and entrusting him with necessary powers;
- 15.5.2. Investigating Officer may investigate the records of the Dealer and require any information or clarification from the Dealer or its representatives and such records or information shall not be withheld by the Dealer or its representatives;

- 15.5.3. HCIN shall have the right to take help of any government or outside agency in investigating the frauds;
- 15.5.4. HCIN may suspend all or any of its activities at the Dealer's Premises, including but not limited to, granting Loan to Customer, payment of Balance Amount on the Commodity, stop payment of commission till the matter under investigation is resolved to the satisfaction of the HCIN.
- 15.6. The Dealer shall, immediately on demand, provide all information, documents and other material to the HCIN or Investigating Officer pertaining to the Suspected Activity.
- 15.7. Where the Investigating Officer has the sufficient evidence to prove that the Dealer and/ or its representatives are involved in any offence committed against HCIN, the HCIN shall have the right to seek any of the remedies as provided to HCIN under this Dealer Registration Conditions, including:-
  - 15.7.1. The remedies as provided in Clause 16, 17 and 22 of this Dealer Registration Conditions;
  - 15.7.2. To claim and recover the entire amount of loss, damages, legal costs and expenses incurred by the HCIN because of such offence or involvement of the Dealer and/ or its representatives in such offence;
  - 15.7.3. To terminate this Dealer Registration Conditions with Dealer immediately;
  - 15.7.4. To take legal action against the Dealer, including criminal proceedings, as provided under Indian Penal Code and other Applicable Laws.
- 16. **TERMINATION OF THE ARRANGEMENT**
  - 16.1. Either Party may terminate this arrangement by issuing a notice to the other Party of its intention to terminate this arrangement. Such notice must be given in writing and at least 30 days prior to the date of effecting the termination.
  - 16.2. HCIN shall be entitled to terminate the arrangement and forfeit the Commission payable by the HCIN to the Dealer without any notice or compensation to the Dealer and/ or any third party if the Dealer or any of its representative commits any breach of the terms & conditions of this Dealer Registration Conditions or fails to comply with any Applicable Laws, or if Reserve Bank of India, Czech National Bank or other regulatory authority having jurisdiction upon HCIN and/ or Home Credit Group, imposes remedial measures which result in legal or technical limitation or restriction in use of the services or in case of any change of regulatory framework related to the provision of the services.
  - 16.3. HCIN may, at its sole discretion and considering the nature of circumstances, provide an opportunity to the Dealer to rectify such defect within such period as the HCIN considers appropriate.
  - 16.4. Where the HCIN fails to comply with any of its obligations for the reasons other than any delay, negligence, mistake or wilful act on part of the Dealer or its representatives, the Dealer shall first give the HCIN an opportunity to rectify such failure within a period not less than 30 days from the date of delivery of notice by the Dealer to the HCIN informing such failure. If the HCIN fails to rectify such failure within the specified period, the Dealer shall have the right to terminate the arrangement by giving 30 days prior notice to the HCIN.
  - 16.5. Where the Parties have mutually agreed to terminate this arrangement, no party shall be entitled to claim any compensation from the opposite Party where any loss is caused or damages are suffered by the Party due to the termination of the arrangement.
  - 16.6. The Dealer on termination of the arrangement shall immediately cease to use the trade names, trademarks, logos or symbols, advertising, hoardings or other material, scripts/ procedures and technology provided by the HCIN to the Dealer. The Parties shall take immediate steps to settle the



accounts upon termination of this arrangement. The Dealer/ Dealer Representatives shall not be entitled to represent the HCIN upon termination of this arrangement.

## 17. INDEMNIFICATION TO THE PARTY

- 17.1. The Dealer agrees to indemnify and hold harmless the HCIN, its directors, representatives and employees (“**Indemnified Persons**”) promptly upon demand at any time and from time to time, from and against any and all losses, claims, taxes, damages (whether or not resulting from third party claims), demands, obligations, liabilities, interest, actions, fines, penalties, royalties, costs (including reasonable attorneys’ fees and disbursements) and expenses but in all cases excluding any indirect or consequential losses (collectively, “**Losses**”) to which any Indemnified Persons may become subject, insofar as such losses arise out of, in any way relate to, or result from (i) any misstatement or any breach of any representation or warranty including the representations made by the Dealer, or (ii) the failure by the Dealer to fulfil any covenant or condition contained in this Dealer Registration Conditions, or (iii) any claim or proceeding by any third party (including Governmental Authority) against the Indemnified Persons arising out of any act, deed or omission by the Dealer.
- 17.2. The HCIN shall have the following remedies available under this Dealer Registration Conditions in case of any of the default committed by the Dealer-
- 17.2.1. To terminate the arrangement without any notice or compensation to Dealer;
- 17.2.2. To set off the losses arising to the HCIN as a consequence of any of the defaults by the Dealer from any amounts payable to the Dealer under this Dealer Registration Conditions;
- 17.2.3. To refuse the payment of the Commission and/ or the Balance Amount on the Commodity to the Dealer payable as per the terms of this Dealer Registration Conditions
- 17.3. In no event shall the HCIN be liable to the Dealer, any employee, agent or contractor of the Dealer, or any third party, for any loss/ damage/ cost arising out of or related to this Dealer Registration Conditions. The HCIN’s aggregate liability under this Dealer Registration Conditions shall in any event not exceed the Balance Amount due and payable to the Dealer for the Commodity after all adjustments as the HCIN may consider appropriate, pursuant to this Dealer Registration Conditions up to the date of termination of this arrangement.

## 18. CONFIDENTIALITY

- 18.1. The Dealer must treat the following information as confidential and shall not share it with any third party:
- 18.1.1. any trade secrets, knowledge, data or other information of a party relating to Commodity, services, research and development activities, inventions, discoveries, processes, software, titles, concepts, know how, designs, formulas, algorithms, test data, technologies, customer lists, details of payment made by Customer, business plans, marketing plans and strategies, and pricing strategies or other subject matter pertaining to the business or research of a party, or which a party knows or has reason to know is considered confidential;
- 18.1.2. the provisions of this Dealer Registration Conditions and all information provided to a Party by the other Party under this Dealer Registration Conditions, including without limitation, technical, operational, marketing, billing, pricing and commercial information;
- 18.1.3. HCIN’s Technology as may be shared by the HCIN with the Dealer as per the terms of this Dealer Registration Conditions;
- 18.1.4. The documents and information collected from the Customer for the purpose of providing Loan to such Customer.

- 18.2. However, the aforesaid obligation shall not apply in cases where such information is generally available to the public, or where such confidential information is required to be disclosed pursuant to the Applicable Laws, or under any order, direction, issued by the Competent Authority.
- 18.3. The Dealer authorises the HCIN to share the personal as well as business information of the Dealer, as available with the HCIN, with other person(s) for the purpose of evaluating and/ or promoting new business opportunities for the Dealer or the HCIN anytime without any prior intimation to the Dealer.
- 18.4. The obligations under this Clause shall continue and survive a period of 2 (two) years after the termination or expiration of the arrangement under this Dealer Registration Conditions.

## 19. DATA SECURITY

- 19.1. In case the Dealer enters into arrangements with other banks and /or financial institutions which are similar to this arrangement with HCIN, the Dealer shall ensure that it maintains at all times during the tenure of this Agreement a conflict of interest policy with a view to taking at reasonable steps to prevent a conflict of interest constituting or giving rise to a material risk of damage to the interests of HCIN.
- 19.2. Dealer shall ensure that it shall not keep with itself any copy or record of the Customer (including in electronic form) given to Dealer (hereinafter called as **"Customer Data"**) and submit the same to HCIN immediately on the receipt of such data from any source whatsoever. As and when demanded by HCIN, Dealer shall issue a certificate duly signed by its Director or appropriate authority to HCIN stating that no Customer Data has been stored or maintained by Dealer in violation of these terms and conditions.
- 19.3. Dealer declares and confirms that Service Provider has ensured that all data is secured and it has all necessary rights to take necessary actions to keep such data safe and secure.
- 19.4. Dealer agrees to comply with applicable regulatory, data protection standards, and information security requirements for financial institutions or third parties servicing financial institutions based on the type of confidential information received, accessed or transmitted from or to each financial institution and/or the type of access to financial institution systems.
- 19.5. During the provision of this arrangement, the Dealer shall use only those computing resources which meet the following security requirements (hereinafter referred to as the **"Security Requirements"**):
  - 19.5.1. Encryption of storage with information's (documents, emails, etc.) related to HCIN and/or provision of services;
  - 19.5.2. Use of antivirus software, updated in regular intervals not exceeding 2 days;
  - 19.5.3. Use of local firewall;
  - 19.5.4. Encrypted email communication;
  - 19.5.5. Regular check (at least 1 per month) and installation of security patches (operating system and applications 3rd party);
  - 19.5.6. Access to client's internal network will be allowed only when using VPN issued and approved by the client;
  - 19.5.7. Setup of secure policy for installation of SW on endpoint
  - 19.5.8. It will be used standard authentication and authorization rule for access to endpoint;
  - 19.5.9. Limited access to any database that includes clients' data.
- 19.6. For the avoidance of doubts all the data transferred from HCIN to the Dealer or collected by the Dealer for HCIN under this contract are in exclusive ownership of the HCIN and shall be duly returned to the HCIN upon demand.



**20. SUCCESSORS AND ASSIGNS**

20.1. The rights and benefits of this Dealer Registration Conditions shall inure to the benefit of, and be enforceable by, HCIN's successors and assigns. The rights and obligations of the Dealer under this Dealer Registration Conditions may only be assigned with the prior written consent of the HCIN, which may be withheld in its sole discretion. Nothing contained herein shall prevent the use by or the assignment or transfer of rights and obligations under this Dealer Registration Conditions by the HCIN to any of its divisions, its parent body, its subsidiary or associate and the Dealer shall be bound to the transferee/assignee in like manner and on like terms as it is bound to the HCIN under this Dealer Registration Conditions.

**21. AMENDMENTS**

21.1. The HCIN has the irrefutable right to modify any of the terms and conditions of the Dealer Registration Conditions and Specific Terms and Conditions along with schedules as mentioned in Approval Letter. The HCIN shall intimate the Dealer about the modifications and objections, if any, raised by the Dealer on such modifications shall be communicated at the address provided in Approval Letter to the HCIN within 07 days of such modifications. If the Dealer does not raise any objection on the modifications made to the Dealer Registration Conditions and Specific Terms and Conditions and schedules provided in Approval Letter within 07 days of such modification, then such modifications will be deemed as accepted by the Dealer. Notwithstanding anything contained herein, the Parties hereto agree that they shall take immediate steps to reach an agreement, if so required, on all/any such modifications made by the HCIN. Failure to reach an agreement entitles the Dealer to terminate this Dealer Registration Conditions as per Clause 16.1.

**22. RIGHT OF SETOFF**

22.1. Notwithstanding anything contained in this Dealer Registration Conditions, the HCIN shall have the absolute right to adjust the whole or part of any amount payable by the HCIN to the Dealer either under this arrangement or otherwise, with the amount (a) collected by the Dealer from the Customer but not remitted to HCIN as well as the penalty amount as per Clause 8 above and/ or (b) of any Interest Subsidy payable by the Dealer to HCIN and/ or (c) of any loss, damage or injury caused to the HCIN or Indemnified Persons (as per Clause 17 above) because of any negligence, mistake, or wilful error of Dealer/ Dealer's Representative and/ or (d) of any nature payable by the Dealer under any arrangement whatsoever or any order of Concerned Authority.

22.2. Except with the prior approval in writing of HCIN, the Dealer shall have no right whatsoever to set-off or adjust any amount which the Dealer is liable to pay either to the HCIN or to the Customer with the amount HCIN is liable to pay the Dealer.

**23. INSPECTION AND RIGHT TO AUDIT**

23.1. Dealer is obliged to allow an inspection or audit (with access to all relevant data and information, including but not limited to its security practices, control processes, business records directly relevant to the Services, its financial statements, audit reports and all other documents which the Service Provider may be called upon to produce for the purposes whatsoever of ascertaining the financial viability of the Dealer) of arrangement and of the implemented technical and security mechanisms that could be realized by HCIN, or any affiliate, consultants, advisors of HCIN or by Reserve Bank of India, Czech National Bank, or other regulatory authority having jurisdiction upon HCIN and/ or Home Credit Group or by any authorized representative of such regulatory authorities to inspect the provided Services. In such case the Dealer is obliged to provide any reasonably



- requested information and cooperation including the possibility to perform any monitoring and controlling activities in the Dealer's Premises or any other locations where the activities under this arrangement are performed (e.g. operation centres, server rooms etc.)
- 23.2. The Dealer is obliged to provide HCIN with any reasonably requested data and other information relating to this arrangement and/ or Commodity provided to the Customer under finance from HCIN and to inform HCIN without any delay, however not longer than within 24 hours of any imminent or arisen threat to the sound performance of the obligations under this contract including, but not limited to, any security incidents, power outage, data leakage or any other circumstances, which could negatively affect the Dealer's ability to duly fulfil his obligations under this contract.
- 23.3. The Dealer is obliged to inform the HCIN by the specified e-mail address at least fifteen (15) working days in advance about any planned changes in the provision of services or any planned changes in the infrastructure of the services provided that could possibly negatively affect the provision of services under this contract.
- 23.4. Such audits or reviews will be at the expense of Dealer. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Dealer shall be bound and liable to promptly reimburse to HCIN for such discrepancies or overcharges, and for the cost of the audit.
24. **EXPENSES**
- 24.1. Each of the Parties shall pay their respective legal, accounting and other professional advisory and other fees, costs and expenses incurred in connection with this arrangement established under Dealer Registration Conditions.
25. **ENTIRETY**
- This Dealer Registration Conditions along with the Approval Letter constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, schedules, understandings, commitments and assurances, either written or oral relating to the subject matter of this arrangement.
26. **SEVERABILITY**
- 26.1. If any provision of this Dealer Registration Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Dealer Registration Conditions shall continue to remain in full force and effect.
27. **RIGHTS OF THIRD PARTIES**
- 27.1. Nothing expressed or implied in this Dealer Registration Conditions is intended or shall be construed to confer upon or give any Person, other than the Parties hereto any rights or remedies under or by reason of this Dealer Registration Conditions or any transaction contemplated by this Dealer Registration Conditions.
28. **DISPUTE RESOLUTION**
- 28.1. HCIN shall appoint relationship manager to assist the Dealer in routine operational matters provided that such relationship manger shall have no authority to effect any change in terms & conditions of this Dealer Registration Conditions or the Approval Letter. Where the Dealer has any complaint/ query and the same has not been redressed by such relationship manager to the satisfaction of the

Dealer, the Dealer may escalate the complaints/queries as per the escalation matrix provided herein below. The HCIN shall make best efforts to resolve the complaints/queries in a timely manner and the Dealer shall be informed about the same on immediate basis:

**Escalation Matrix**

<b>Mode</b>	<b>Level-1</b>	<b>Level 2</b>
	<i>Helpline</i>	<i>Ombudsperson</i>
<i>E-Mail ID.</i>	<a href="mailto:Partner@homecredit.co.in"><i>Partner@homecredit.co.in</i></a>	<a href="mailto:Ombudsperson@homecredit.co.in"><i>Ombudsperson@homecredit.co.in</i></a>
<i>Phone No.</i>	<i>1800-419-6660</i>	<i>NA</i>
<b>TAT for Resolution /Response</b>	<i>Within 30 working days from the date of receipt of complaint/ query</i>	<i>Within 30 working days from the date of escalation.</i>

The escalation matrix provided here is only for the purpose of addressing the complaints/ queries of the Dealer relating to routine business operations. Any change in terms & conditions of this Dealer Registration Conditions shall be dealt with in the manner provided in Clause 21 aforesaid and not otherwise.

- 28.2. Every dispute, difference, or question which may at any time arise between the Parties hereto or any person claiming under them, touching or arising out of or in respect of this Dealer Registration Conditions or the subject matter thereof shall be referred to the sole arbitrator to be appointed by the HCIN for arbitration in the territory of Gurgaon (Haryana) as per the provisions of the Arbitration and Conciliation Act, 2015 with such modification and amendments as may be time being in force and the decision of the arbitrator shall be final and binding on the Parties. Subject to arbitration clause, Parties to this arrangement agree that all the judicial and/or legal proceedings relating to or arising out of this Dealer Registration Conditions as maintainable under law shall be filed by either Party to this arrangement in the competent courts situated at Gurgaon (Haryana) only and in no other courts irrespective of the factors like the location of business of any Party to this arrangement or convenience of either Party or any other factors.