



**AGREEMENT FOR  
CREDIT INFORMATION SERVICES AND TO BECOME A MEMBER OF CAIS DATABASE**

**AGREEMENT FOR THE PROVISION OF CREDIT INFORMATION SERVICES AND TO BECOME A MEMBER OF CAIS DATABASE**

**This Agreement is made between:**

	<b>“ECICI”</b>	<b>“Company”</b>
<b>Full company name</b>	<b>Experian Credit Information Company of India Private Limited</b>	<b>Name of the Company</b>
<b>Registered Office (or, if applicable, principal place of business)</b>	<b>5th Floor, East Wing, Tower 3, Equinox Business Park, LBS Marg, Kurla (West), Mumbai - 400070</b>	<b>Address</b>

**This Agreement shall comprise the following:**

- (i) This signature sheet; and**
- (ii) ECICI Terms and Conditions (“the Terms and Conditions”)**
- (iii) The attached Schedules (“the Schedule”) and any Appendices to the Schedule; and**

**The Company acknowledges that it has read and understood the Terms and Conditions and agrees to be bound by them as varied by the Schedule attached. The date of this Agreement shall be the latest date of signature below.**

	<b>ECICI</b>	<b>(Name of the Company)</b>
<b>Name</b>	<b>(Name of the Authorised signatory)</b>	<b>(Name of the Authorised signatory)</b>
<b>Position</b>	<b>(Designation of the Authorised signatory)</b>	<b>(Designation of the Authorised signatory)</b>
<b>Date</b>	<b>date</b>	<b>date</b>

## Experian Credit Information Company of India Private Limited

### GENERAL TERMS AND CONDITIONS

#### 1. Definitions:

In this Agreement the following expressions shall bear the following meanings:-

- 1.1 **Agreed Purposes:** The entitlement of Experian to use the Company Data for the purposes of:
- enhancing the databases used to provide the Services (if applicable);
  - any compliance with Applicable Law; and
  - in order to provide services similar to the Services to the extent permitted under the terms of the Credit Information Companies (Regulation) Act, 2005 and guidelines issued by the Reserve Bank of India.
- 1.2 **Applicable Law:** Any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval, resolution, order, directive, guideline, policy or other similar form of decision of, or determination by, or any interpretation or adjudication, in each case, by any concerned Government Authority having jurisdiction over the matter in question in India, as may be applicable, and having the force of law;
- 1.3 **Company Data:** Any of the data and/or databases owned by the Company and provided to Experian India in connection with this Agreement including information derived from completed applications for credit products;
- 1.4 **Company Materials:** Any of the items provided to Experian by the Company in connection with this Agreement and includes Company Data;
- 1.5 **Company Products:** Those products set out in the Schedule II (and such other products as Experian and the Company may agree from time to time) in respect of which the Services are provided;
- 1.6 **Commencement Date:** The Commencement Date set out in the Schedule II in respect of the Services covered by the Schedule II or in the absence of such date then the date that the individual signature sheet identifying this Agreement is signed by both parties;
- 1.7 **Confidential Information:** Any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, Companies or Group Companies in or on any medium or format ;
- 1.8 **Contract Year:** A twelve calendar month period from the Commencement Date or any anniversary of the Commencement Date;
- 1.9 **Credit Product** shall mean the products as set out in the Schedule II to this Agreement;
- 1.10 **Derivative Output:** Information, data and materials that are derived, prepared or generated by Experian and/or its sub-contractors within Experian's environment pursuant to (and/or as a consequence of) the Services, including search footprints but excluding the Company Materials themselves;
- 1.11 **Documentation:** Any or all of the Specification, user documentation, product documentation, technical documentation including guidelines relating to data security and access and/or statements of functionality;
- 1.12 **Experian** means Experian Credit Information Company of India Private Limited;
- 1.13 **Experian Data:** Any of the data and/or databases supplied by Experian in connection with this Agreement and includes any Documentation but excludes Experian Materials;
- 1.14 **Experian Materials:** Any of the items developed and/or licensed by Experian to the Company in connection with this Agreement and includes software, Documentation and Scorecards but excludes Experian Data;
- 1.15 **Experian Group Company** means any company controlling, controlled by or in common control with Experian and "control" shall mean direct or indirect ownership of greater than 50% of the voting equities or equivalent of the relevant company;
- 1.16 **Force Majeure:** Any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organized protests by third parties, natural disaster, war, terrorist attacks, failure of payment systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;

- 1.17 **General Terms and Conditions** means these terms and conditions as varied by Experian from time to time in accordance with Clause 8 of Schedule I.
- 1.18 **Government Authority** shall mean the government of India, any state or local government of India, or any political subdivision thereof, or any agency, court, tribunal or body or authority, by whatever name called, in India, exercising executive, legislative, judicial, regulatory or administrative functions;
- 1.19 **Group Company**: any company which is in relation to Experian or (as the case may be) the Company a subsidiary, holding company or subsidiary of a holding company;
- 1.20 **Initial Contract Value**: The greater of the Minimum Fee (and/or any fixed fees) and the actual amounts due and payable by the Company as specified in the Schedule II in the first Contract Year (excluding Service Tax, withholding taxes and such other taxes as may be applicable);
- 1.21 Intentionally omitted;
- 1.22 **Intellectual Property Rights**: Copyright, database right, domain names, patents, registered and unregistered design rights, registered and unregistered trademarks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;
- 1.23 **Minimum Fee**: The minimum fee in respect of any particular part of the Services as set out in the Schedule II;
- 1.24 **Minimum Notice Period**: The minimum period of notice to be served by either party to terminate this Agreement as set out in the Schedule II (and if none is specified 12 months);
- 1.25 **Company** means a Person which Experian has agreed to, or will agree to in future, admit to Membership of CAIS and whose Membership has not terminated;
- 1.26 **Person** shall mean any individual, joint venture, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or other enterprise (whether incorporated or not), Hindu undivided family, union, association, government (central, state or otherwise), or any agency, department, authority or political subdivision thereof, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;
- 1.27 **Permitted Purpose**: Unless otherwise stated in the Schedule II, the internal business purposes of the Company (as the case may be) in connection with the Company Products in the Territory and not in any event for the provision of any bureau services to any third parties.
- 1.28 **Price Indexation Date**: The dates set out in the Schedule II or, if none, then each anniversary of the Commencement Date;
- 1.29 **Project Timetable**: Any timetable expressly set out or referred to in the Schedule II or otherwise agreed between the parties from time to time;
- 1.30 **Revenue Year**: Unless otherwise stated in the Schedule II, a period of 12 calendar months commencing on the Live Date or any anniversary of the Live Date;
- 1.31 **Special Terms and Conditions** means in relation to any Company any terms and conditions agreed by Experian in accordance with Clause II. 1.(ii) of Schedule I below and shall include any variation thereof from time to time agreed between the parties or otherwise required by Experian and if so required the provisions of Clause 8 of Schedule I shall apply;
- 1.32 **Schedule**: The schedule or schedules which describe the subject matter and specific terms relating to this Agreement;
- 1.33 **Schedule I**: The schedule which sets out the specific terms and conditions for Membership of the CAIS database, this schedule will not be applicable to Companies from the Insurance and Telecom Sectors;
- 1.34 **Schedule II**: The Schedule which sets out the applicable fees, any transaction specific terms and conditions and the Permitted Purpose.
- 1.35 **Scorecard**: A statistical formula derived to aid decision making and any supporting material in relation to such formulae;

- 1.36 **Services:** The services as specified in the Schedule II and all other services supplied by Experian to the Company under or in connection with this Agreement, including the provision and grant of licenses in respect of any Experian Material;
- 1.37 **Specification:** Any document referred to in the Schedule II that sets out details of the agreed functionality to be provided by the Experian Data or any Experian Materials or a detailed description of the Services (as such document is updated by agreement between the parties from time to time);
- 1.38 **Term:** The duration of this Agreement as determined in accordance with Clause 12;
- 1.39 **Territory:** India;
- 1.40 **Third party** means without prejudice to the generality of sub-Clause 1.15 above any person, firm, company or other body other than Experian and the Company including (without limitation) any 'holding company' or 'subsidiary' of the Company and any subsidiary of any such holding company as such expressions are defined in the Companies Act of 2013;
- 1.41 **This Agreement** means the General Terms and Conditions the Special Terms and Conditions and the Schedules hereto;

## **2. EXPERIAN'S OBLIGATIONS AND WARRANTIES**

- 2.1 Experian shall:
- 2.1.1 provide the Services in the Territory in accordance with the Specifications;
- 2.1.2 use all reasonable care and skill in the performance of the Services;
- 2.1.3 use all reasonable care and skill in the collection and collation of any data on which the Services are based or which is comprised within the Services;
- 2.1.4 Only use personnel in the provision of the relevant Services who are suitably qualified.

## **3. COMPANIES OBLIGATIONS AND WARRANTIES**

- 3.1 The Company shall:
- 3.1.1 provide Experian with any information or assistance which the parties have agreed the Company shall provide in order for Experian to perform its obligations under this Agreement, and shall use all to ensure that any such information provided to Experian is true, complete, and accurate and in the agreed format.
- 3.1.2 Satisfy the conditions (if any) to be fulfilled by the Company for it to receive and use the Services and any Documentation and shall (if applicable) enter into an agreement with Experian in respect of CAIS by signing the Schedule I appended to this Agreement and comply with the conditions within such Schedule I at all times.
- 3.1.3 not authorize or appoint any third-party agents for the purpose of accessing any credit information under this Agreement
- 3.2 Any costs incurred by any Company in performing its obligations as a Company will be borne and paid by that Company.
- 3.3 Each of the parties shall use all reasonable endeavors to perform its obligations under this Agreement in accordance with the Project Timetable; ensure that its personnel, whilst on the premises of the other party, comply with that party's reasonable regulations governing security and health and safety as have been notified to it.
- 3.4 Each party warrants that:
- 3.4.1 has the full power and authority to enter into this Agreement;
- 3.4.2 it has obtained and will continue to hold all necessary licenses, consents, permits and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement;
- 3.4.3 the use by the other party as permitted by this Agreement of any information, data, software, documentation, scorecards and/or services which it provides to the other party shall not infringe any third party Intellectual Property Rights.
- 3.5 The warranties expressly set out in this Agreement are the only warranties that each party gives to the other in respect of the subject matter of this Agreement. All other warranties, representations or terms of equivalent effect that might be implied by Applicable Law are excluded to the extent permitted by Applicable Law.

## **4. PAYMENTS AND INVOICING**

- 4.1 The Company shall pay the fees set out in the Schedule II.
- 4.2 Apart from any sums which are stated in the Schedule II to be payable in accordance with a specified payment timetable, all sums payable by the Company to Experian will be invoiced monthly in arrears. All invoices are payable in cleared funds within 30 days after the receipt of the relevant invoice by the

Company. Experian's records of the Companies use of the Services shall be used as the basis for calculation of fees payable for the Services unless there is evidence of such records being incorrect and Experian shall make such records available to the Company for inspection.

- 4.3 Unless stated in the Schedule II, all fees specified shall be exclusive of all reasonable out of pocket expenses which shall, where agreed by the Company, be payable in addition by the Company. Experian shall provide receipts or other reasonable evidence to the Company of all out of pocket expenses.
- 4.4 If any sum payable by the Company to Experian is not paid in cleared funds by its due date, Experian shall be entitled to charge interest on the overdue amount at 15% per annum on the overdue amount. Interest will accrue on a daily basis from the due date up to the date of actual payment, after as well as before judgment.
- 4.5 If under this Agreement the Company agrees in the Schedule II to pay a Minimum Fee over any particular period, and it does not meet such Minimum Fee requirement in that period, Experian shall be entitled to invoice the Company for the difference between the relevant fees actually payable in respect of that period and such Minimum Fee. Any such amount shall be payable to Experian as a debt and the provisions of Clause 4.4 shall also apply hereto.
- 4.6 All sums referred to in this Agreement are exclusive of service tax, and duties (present and future) of whatsoever nature with respect to this transaction or any other taxes as may be applicable; such taxes shall be payable on the same payment terms as apply to the sums to which the taxes as referred to hereinabove relate.
- 4.7 The fees set out in the Schedule II will be fixed unless renegotiated as mutually agreed between the parties hereto.

## **5. NATURE OF THE SERVICES**

- 5.1 Experian's services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for Experian to guarantee. Experian's services also involve models and techniques based on statistical analysis, probability and predictive behavior. Experian is therefore not able to accept any liability, other than under Clause 2 for:
  - 5.1.1 Any inaccuracy, incompleteness or other error in the Experian Data and/or Experian Materials which arises as a result of data provided to Experian by the Company or any third party;
  - 5.1.2 Any failure of the Services to achieve any particular result for the Company.

## **6. COMPLIANCE AND AUDIT**

- 6.1 Each party warrants that it shall take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, the personal data of the other party.
- 6.2 Each party shall permit the other (on reasonable notice and during normal working hours) to audit the first party's compliance with its obligations under this Agreement in relation to the use of any, data or other materials as permitted by applicable laws. The party carrying out the audit shall:
  - 6.2.1 observe the other party's procedures relating to the protection of confidential information about any Companies or customers of the other party;
  - 6.2.2 Take all reasonable steps to minimize disruption to the other party's business during such audit.
  - 6.2.3 In order to protect the integrity of the data used in connection with the Services, the Company shall:
  - 6.2.4 comply with Experian's instructions and guidelines relating to data security;
  - 6.2.5 not copy, interfere with and/or use in any unauthorized way any digital certificate, web certificate or any other security device provided by Experian;
  - 6.2.6 comply with the provisions of the Credit Information Company Regulations Act 2005 and all guidelines, directions, rules and regulations issued by the Reserve Bank of India ("RBI") from time to time (to the extent relevant) and in particular, ensure that all individuals whose personal data is contained in the Company Materials, have given consent to the processing by Experian of such of their personal data as the Company supplies to Experian or to which Experian has access using its UK data processing facility which has been duly approved by the RBI and such other data processing facility as may be duly approved by the RBI and notified in writing to the Company.
- 6.3 If as a result of any changes in Applicable Law (including any reasonable interpretation thereof), Experian considers in its reasonable opinion that it is no longer desirable or commercially viable for Experian to continue to provide the Services at all or in accordance with this Agreement, or if any third party data becomes unavailable to Experian, Experian shall be entitled to do one of the following on giving three months' prior notice to the Company:
  - 6.4 modify the affected Services as necessary to accommodate such changes or unavailability ;
  - 6.5 Terminate this Agreement (without liability) in respect of those Services which are affected by such changes or unavailability.

- 6.6 In exercising its rights under Clause 6.3, Experian will consult with the Company, and act reasonably and in a way which is consistent with its treatment of its other Companies.

## **7 CONFIDENTIALITY**

- 7.1 Experian and Company agree to abide with the Confidentiality provisions as mentioned herein.
- 7.2 Experian and each Company undertake to observe the requirements of Applicable Law, including the Credit Information Companies Regulation Act, 2005 (the "Act") and all guidelines, directions, rules and regulations issued by the Reserve Bank of India ("RBI") from time to time. Without prejudice to the generality of the foregoing Experian and each Company shall ensure that:
- 7.2.1 They are properly licensed under the Act.
- 7.2.2 They only use data derived from the CAIS Database in accordance with the Act and the terms of their respective registrations under the Act.
- 7.2.3 They will comply with the rights of the individuals referred to in the CAIS Database as set out in the Act and the rules and regulations framed there under
- 7.2.4 Comply with such principles established by Experian and the Companies to regulate the sharing of data and promotion of its use for specified purposes (as may be amended from time to time).
- 7.2.5 And each Company shall if reasonably required by Experian provide Experian with proof of any of the requirements mentioned above.
- 7.3 Each party shall, in respect of the Confidential Information for which it is the recipient:
- 7.3.1 keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any Person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;
- 7.3.2 take all reasonable steps to prevent unauthorized access to the Confidential Information;
- 7.3.3 Not use the Confidential Information other than for the purposes set out in this Agreement.
- 7.4 The parties may disclose the Confidential Information to, and allow its use in accordance with this Agreement by, the following (as long as the conditions in Clause 7.3 are met):
- 7.4.1 employees and officers of the recipient who necessarily require it as a consequence of the performance of the recipient's obligations under this Agreement;
- 7.4.2 the recipient's auditors and professional advisors solely for the purposes of providing professional advice and any other Persons having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the recipient;
- 7.5 in the case of Experian being the recipient:
- 7.5.1 agents and sub-contractors of Experian who necessarily require it as a consequence of the performance of Experian's obligations under this Agreement, and Experian Group Companies;
- 7.5.2 Any Person as permitted by any applicable statutory provision.
- 7.6 As a condition of the rights set out in Clause 7.4 (but excluding Clause 7.6.2) the party wishing to exercise the rights must:
- 7.6.1 ensure that any party to whom it discloses Confidential Information is under an obligation of confidentiality in relation to such Confidential Information; and
- 7.6.2 Procure that such Persons observe the restrictions in this Clause 7 and under Clause 8.
- 7.7 The restrictions in Clause 7.3 do not apply to any information to the extent that it:
- 7.7.1 is or comes within the public domain other than through a breach of Clause 7.3; or
- 7.7.2 is in the recipient's possession (with full right to disclose) before receipt from the other party; or
- 7.7.3 is lawfully received from a third party (with full right to disclose); or
- 7.7.4 is independently developed by the recipient without access to or use of the Confidential Information; or
- 7.7.5 is required to be disclosed by Applicable Law or by a court of competent jurisdiction or by any regulatory body.
- 7.8 If the Company is a government company or a subsidiary of a government company then the Company acknowledges as follows:
- 7.8.1 the provisions of Clause 7.4.2 are not intended to allow the Company under the Right to Information Act, 2005 to:
- 7.8.1.1 confirm or deny the existence of any Confidential Information of Experian;
- 7.8.1.2 disclose any Confidential Information of Experian;
- 7.8.2 the details (if any) contained in section 8 of Right to Information Act, 2005 reflect the broad categories of information that the parties are agreed in principle should not be an obligation to disclose in response to a request about or relating to Experian under the Right to Information Act, 2005 (including a request relating to this Agreement);
- 7.8.3 If the Company is a government company or a subsidiary of a government company the Company agrees that upon receiving any request about or relating to Experian under the Right to Information Act, 2005 (including a request relating to this Agreement) or otherwise it shall:

- 7.8.4 give full details of such request to Experian as soon as reasonably practicable;
- 7.8.5 consult with Experian in relation to the response to such request;
- 7.8.6 refer to section 8 of the Right to Information Act, 2005 in considering such request;
- 7.8.7 Consider in good faith any comments or suggestions from Experian as to which information should be provided as part of the response to such request.

## **8 LICENSE AND USE**

- 8.1 The Following terms shall lay down the licensing and usage related terms and conditions.
- 8.2 Experian grants the Company a non-exclusive, non-transferable licence to use any Experian Data and/or Experian Materials provided as part of the Services in the Territory for the Permitted Purpose on any licence terms identified in the Schedule II. The licence granted under this Clause is made separately in respect of each individual element of the Experian Data or Experian Materials and commences on the day that each such element of the Experian Data or Experian Materials is first made available to the Company.
- 8.3 The licence granted under Clause 8.2 will automatically expire on termination of this Agreement for any reason (unless the licence is expressed in the Schedule II to be perpetual in which case the licence and any terms relating to the extent and/or exercise of that licence shall remain in force notwithstanding termination of the Agreement, except if termination is by Experian under Clause 12.212.1).
- 8.4 The Company grants Experian and/or Experian Group Company:
  - 8.4.1 a perpetual, royalty free, non-exclusive, non-transferable licence to use and copy the Company Data which is provided to Experian or input into any of Experian's databases under or in accordance with applicable law and with the terms of this Agreement for the Agreed Purposes and/or in order for Experian to comply with any requests made to Experian by the Company;
  - 8.4.2 Subject to Clause 8.4.1 for the Term, a royalty free, non-exclusive and non-transferable licence to copy and use any Company Materials in order to perform its obligations under this Agreement.
- 8.5 The Company agrees that it will:
  - 8.5.1 use the Services, Experian Data and/or Experian Materials for the Permitted Purpose only and in accordance with any Documentation;
  - 8.5.2 not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services, Experian Data and/or Experian Materials;
  - 8.5.3 not (and will not allow any third party to) adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the Experian Data and/or Experian Materials without the prior written consent of Experian or as otherwise permitted by Applicable Law;
  - 8.5.4 only take such copies of the Experian Data and/or Experian Materials as are reasonably required for the use of the Experian Data or Experian Materials in accordance with this Agreement;
- 8.6 Experian shall not be in breach of its obligations under Clause 2 with regard to any software provided to the Company under this Agreement to the extent that any failure of the software to comply with its Specification has no material effect upon the functionality of the software or upon the ability of the Company to use the software.

## **9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All Intellectual Property Rights in the Company Materials will remain vested in the Company (or its relevant licensors) and to the extent that any rights in such materials vest in Experian by operation of Applicable Law, Experian hereby assigns such rights to the Company.
- 9.2 All Intellectual Property Rights in the Experian Data, Experian Materials and the Derivative Output will remain vested in Experian (or its relevant licensors) and to the extent that any rights in such materials and data vest in the Company by operation of Applicable Law, the Company hereby assigns such rights to Experian.
- 9.3 Each party:
  - 9.3.1 acknowledges and agrees that it shall not acquire or claim any title to any of the other party's Intellectual Property Rights (or those of the other party's licensors) by virtue of the rights granted to it under this Agreement or through its use of such Intellectual Property Rights;
  - 9.3.2 agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the other party's ownership (or the other party's licensors' ownership) of such Intellectual Property Rights;
  - 9.3.3 agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the other party and agrees to incorporate any such proprietary markings in any copies it takes of such materials

## **10 THIRD PARTY CLAIMS**

- 10.1 Subject to Clause 10.3, Experian shall fully indemnify the Company against:



- 10.1.1 any amounts paid by the Company to any third party as a result of or in connection with any claim which that third party brings against the Company alleging that its Intellectual Property Rights are infringed by the provision by Experian to the Company of the Experian Materials or the use of the Experian Materials by the Company as permitted by the terms of this Agreement; and
- 10.1.2 Any associated legal expenses reasonably and properly incurred.
- 10.2 Subject to Clause 10.3 the Company shall fully indemnify Experian against:
  - 10.2.1 any amounts paid by Experian to any third party as a result of or in connection with any claim which that third party brings against Experian alleging that its Intellectual Property Rights are infringed by the provision by the Company to Experian of the Company Materials or the use of the Company Materials by Experian as permitted by the terms of this Agreement; and
  - 10.2.2 Any associated legal expenses reasonably and properly incurred.
- 10.3 The indemnification obligations covered under Clause 10.1 and 10.2 shall not apply, to the extent the indemnified party has provided any intellectual property resulting in the third party claim alleging infringement of such intellectual property. Further, any indemnification obligation will be subject to :
  - 10.3.1 notifying the indemnifying party promptly on becoming aware of any matter or claim to which the indemnity might relate;
  - 10.3.2 not making any admission, settlement or payment in respect of such matter or claim, other than a payment made pursuant to a court order, without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and
  - 10.3.3 Allowing the indemnifying party, where appropriate, to appoint legal advisers of its choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim and the indemnified party shall comply with the indemnifying party's reasonable requests in the conduct of any such negotiations and/or proceedings.
- 10.4 If any claims are made, or in Experian's reasonable opinion are likely to be made, by any third party alleging that its Intellectual Property Rights are infringed by the Companies use of the Experian Materials as permitted by the terms of this Agreement, Experian may at its sole option and expense:
  - 10.4.1 procure for the Company the right to continue using the relevant Experian Materials (or any part of them) in accordance with the terms of this Agreement;
  - 10.4.2 Modify the relevant Experian Materials to avoid the infringement or replace the relevant Experian Materials with non-infringing materials, whilst still providing the same, or substantially similar, functionality to the infringing materials.
- 10.5 Clause 11 sets out the entire liability of both parties and the sole remedy of both parties with respect to the infringement of a third party's Intellectual Property Rights and any claims relating to the indemnities given in Clause 10.

## **11 LIMITS ON LIABILITY**

- 11.1 Neither party excludes or limits its liability to the other for any of the following (and nothing in this Agreement shall be construed as excluding or limiting such liability):
  - 11.1.1 for breach of Clause 7
  - 11.1.2 (in the case of the Company) for any intentional breach of Clause 8.5.2;
  - 11.1.3 for any matter which it would be illegal for that party to exclude and/or limit, or attempt to exclude and/or limit, its liability; or
  - 11.1.4 for that party's fraud.
- 11.2 Except as provided in Clauses 11.1, and 11.4, the liability of each party to the other in respect of any claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) brought under or in connection with this Agreement shall be limited as follows:
  - 11.2.1 for all claims arising in the first Contract Year, liability shall be limited in aggregate to the Initial Contract Value;
  - 11.2.2 for all claims arising in any subsequent Contract Year liability shall be limited in aggregate to the fees (excluding service tax, withholding tax (TDS) and other taxes as may be applicable) paid by the Company to Experian under this Agreement in the previous Contract Year.
- 11.3 The limitations in Clause 11.2:
  - 11.3.1 shall not apply to the indemnities given by the parties under Clause 10.1 and 10.2;
  - 11.3.2 shall be in addition to the obligation of the Company to pay fees and charges under this Agreement.
- 11.4 Subject to Clause 11.1, neither party shall be liable to the other (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:
  - 11.4.1 any indirect or consequential loss;
  - 11.4.2 the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that party had notice of the possibility of the other party incurring such losses;

- 11.4.3 the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if that party had notice of the possibility of the other party incurring such losses.

## **12. TERM AND TERMINATION**

- 12.1 This Agreement shall be deemed to have commenced on the Commencement Date and subject to the provisions for early termination set out in this Agreement, shall continue unless terminated by either party.
- 12.2 Either party shall be entitled to terminate this Agreement immediately by serving written notice on the other party in the following circumstances:
- 12.2.1 if the other party commits a material breach of any of its obligations under this Agreement which is not capable of remedy;
- 12.2.2 if the other party commits a material breach of any of its obligations under this Agreement which is not remedied within 28 days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination;
- 12.2.3 if the other party has passed a resolution for its winding up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is subject to a petition presented to any court for its winding-up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any Person, or is the subject of a notice to strike off its name from the concerned Registrar of Companies, or is dissolved or declared bankrupt, or has a receiver, administrator or administrative receiver appointed over all or part of its assets, or enters into an arrangement with its creditors, or is unable to pay its debts or ceases to trade or takes or suffers any similar action.
- 12.3 Intentionally Omitted.
- 12.4 Termination of this Agreement (or of any element of it) shall not affect any rights, obligations or liabilities of either party:
- 12.4.1 which have accrued before termination; or;
- 12.4.2 Which are intended to continue to have effect beyond termination.
- 12.5 Upon termination of this Agreement (or the relevant elements of it) and subject to Clause 12.6:
- 12.5.1 the parties shall each promptly return the Confidential Information of the other party to its owner;
- 12.5.2 the Company shall, at Experian's request either return the Experian Materials to Experian or destroy such materials and, if destroyed, provide a certificate stating that such materials have been destroyed;
- 12.5.3 Experian shall promptly return the Company Materials and Company Data to the Company.
- 12.6 Experian's obligations under Clause 12.5 shall not apply where it is necessary to retain any Confidential Information or materials of the Company to exercise any rights granted under this Agreement which are intended to survive termination of the Agreement and/or to the extent that it would be impracticable to return any such Confidential Information or materials as a result of such Confidential Information or materials having been reformatted in order for Experian to provide the Services or for Experian to exercise any rights granted under this Agreement.
- 12.7 The Company acknowledges and agrees that its entitlement to use the Services shall cease on termination of this Agreement.

## **13. PERSONNEL**

Each party undertakes that for the Term and for a period of six months afterwards it will not, without the other party's prior written consent, directly or indirectly solicit any of the other party's employees who were in direct contact with the employees of the other party in connection with this Agreement. This restriction shall not apply to any Person who responds to a bona fide advertisement which is published in a national, regional or trade newspaper or magazine.

## **14. FORCE MAJEURE**

Neither party will be liable for any delay or failure in the performance of its obligations, except an obligation to pay sums then due, under this Agreement if such delay or failure is due to an event of Force Majeure. If the Force Majeure persists for a period of 28 days or more, the party not claiming Force Majeure may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on the Company to pay accrued fees).

## **15. ASSIGNMENT AND SUB-CONTRACTING**

- 15.1 Except as provided in Clause 15.2 neither party may assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, or sub-contract any

or all of its obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

- 15.2 Experian shall be entitled to sub-contract any or all of its obligations under this Agreement to a sub-contractor but by doing so Experian shall be responsible for the acts and omissions of the sub-contractor to the same extent as if it had carried out the obligations itself pursuant to this Agreement.

## **16. SEVERANCE**

- 16.1 If any part of this Agreement or any provision thereof is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions and/or the remainder of such provision of this Agreement and such other provisions and/or unaffected portion of such provision shall remain in full force and effect.
- 16.2 If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body but would be valid or enforceable if some part of the provision were deleted, the provision in question shall be treated as having been amended as necessary to make it valid and enforceable.
- 16.3 In the circumstances referred to in Clause 16.1 and if Clause 16.2 does not apply, the parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

## **17. CREATION OF USER IDS**

- 17.1 Experian will create additional User IDs for the Client only on receiving instructions from a person with the following designation and/or the following email address as populated below:  
Name of the Person:  
Designation of Person:  
Email Address:
- 17.2 Client shall inform Experian of any change in the information in 17.1 by giving a notice in line with Clause 18 of this Agreement or by a written communication from an authorized signatory/ designated personnel of the Client as populated in Clause 17.1 of this Agreement.

## **18. NOTICES**

- 18.1 Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) or fax to the addresses of each party as set out on the front page or as otherwise notified in accordance with the provisions of this Clause.
- 18.2 Notices shall be deemed to have been duly given as follows:
- 18.2.1 if delivered personally, upon delivery;
- 18.2.2 if sent by post, two clear days after the date of posting;
- 18.2.3 If sent by fax, when transmitted provided that a confirmatory copy is sent by special delivery by the end of the next business day after transmission.
- 18.3 If either party notifies the other party of a change to its details for the purposes of Clause 17.1, such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.

## **19. GENERAL**

- 19.1 If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
- 19.2 A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.
- 19.3 This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of India. The Indian courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with this Agreement.
- 19.4 Variations of this Agreement shall not be effective unless recorded in writing signed by the parties; variations in electronic form shall not count as variations recorded in writing. However, variations to the Schedules made in accordance with any agreed change control procedure shall be effective.
- 19.5 This Agreement sets out all the terms agreed between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties relating to the same subject matter. Neither of the parties shall be bound by, or liable to the other party for, any representation, promise

or inducement (other than fraudulent misrepresentations) made by it or by any agent or Person on its behalf which is not expressly contained in this Agreement.

- 19.6 The parties hereby agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any Person who is not a party to this Agreement or a permitted assignee of such a party.
- 19.7 Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement (including but not limited to ensure that Experian may use any Company Data in accordance with the Permitted Purpose).
- 19.8 Nothing in this Agreement is intended to, or shall, operate to:
  - 19.8.1 Create a partnership or joint venture of any kind between the Company and Experian;
  - 19.8.2 Authorize either party to act as agent for the other party;
  - 19.8.3 Authorize either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.
- 19.9 In this Agreement:
  - 19.9.1 any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
  - 19.9.2 references to Clause s and schedules are to the Clause s of and the Schedule to this Agreement;
  - 19.9.3 the singular includes the plural and vice versa;
  - 19.9.4 the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
  - 19.9.5 where any matter is to be agreed, such agreement must be recorded in writing;
- 19.10 wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires.
- 19.11 The contents of the Schedule (as contextually applicable) shall prevail over the contents of these Terms and Conditions to the extent of any conflict or inconsistency

Initialed ..... (on behalf of Experian)

Initialed..... (on behalf of the Company)

## Schedule I

### To become a Member of the CAIS Database

Between

(1) Experian Credit Information Company of India Private Limited

and

(2) Name of the Company

**This schedule shall be applicable to Companies who shall be sharing data with ECICI and shall be entitled to Membership of the CAIS Schedule**

#### I. Definitions:

- (i) "Initial Data Load" means (in relation to each Member) the first secure data transmission or such other medium (as may be agreed between the parties) comprising such Companies File which is delivered after the date hereof;
- (ii) "CAIS" (pronounced "Keys") means the system whereby in accordance with the terms of this Agreement, Experian will provide to a Member access to other Companies' Files;
- (iii) "CAIS Database" means all of the Companies' Files as recorded on electronic media by Experian for the purposes of CAIS;
- (iv) "File" means in relation to the Company that Companies file or files relating to the Credit Products (as may be amended from time to time by the agreement of Experian and the Company in writing) which shall include information (as more particularly referred to in Schedule I) relating to the customers of that Company included therein who have or have had credit accounts with that Company and which information Experian requires such Company on its admission to make available for use under CAIS. Every Company shall up-date such File from time to time in accordance with Schedule I;
- (v) "Membership" shall mean Membership to the CAIS Database and thus access to other Companies files in a processed manner as provided by Experian and also contribution of Company's credit data to the CAIS database as required by Experian.

In this Schedule, the references to Company / Member have been interchangeably and contextually made. For the purposes of this schedule any reference to the Member shall mean and include as a reference to the Company and vice versa.

#### II. Terms of Membership:

##### 1. Admission to Membership :

- (i) CAIS shall at all times be administered by Experian.
- (ii) Experian may also prescribe terms and conditions as an addition to and/or which may have the effect of modifying the General Terms and Conditions to apply to individual Companies of CAIS (the "Special Terms and Conditions"). In the event of any inconsistency between such Special Terms and Conditions and these General Terms and Conditions, the Special Terms and Conditions shall prevail.

##### 2. Period of Membership:

Subject as provided in Clause 12.2, of the Agreement a Company shall remain a Member of the CAIS Database following the Commencement Date (and thereafter until such Membership is terminated by either the Company or Experian..

##### 3. The Files:

- (i) Subject to any Special Terms and Conditions, each Company's File shall comprise the levels of information specified in the Table contained in the Schedule hereto which levels of information shall comprise the following:
  - (a) Its active credit accounts and settled credit accounts including closed accounts and Its bad debt/defaulted accounts, referred to hereinafter together as "full" information.
  - (b) The information shall be in such detail and be presented in such format with such classifications (including without limitation account status indicators)
- (ii) The Company shall at a regular time in each calendar month following the delivery of the Initial Data Load deliver to Experian a further secured data transmission or such other agreed medium updating the information contained in its File (the "Update Data Load").

##### 4. Access to the CAIS Database:

- (i) By joining CAIS (but subject to any Special Terms and Conditions and to Clause 9 below) the Company authorizes Experian to provide each other Member of CAIS with access to its File for any purpose consistent with the purposes of this Agreement and not in violation of Applicable Laws . It is further agreed

by each Member, subject to any Special Terms and Conditions and to Clause 9 below and not being inconsistent with the purposes of this Agreement and/or in violation of Applicable Laws, in relation to access to its File, by Experian and/or other Companies, it shall not claim any privilege, immunity, effect of confidentiality, fiduciary duty, which would prevent Experian and/or such Company from accessing the File and for utilizing the information contained therein.

- (ii) Such access shall be provided by whichever method Experian shall consider necessary or desirable to ensure the confidentiality of each Member's File.
- (iii) For the avoidance of doubt and without prejudice to any other provisions of this Agreement, Experian may provide the Company with access to CAIS for such period as Experian in its reasonable opinion considers appropriate notwithstanding such Company's failure to provide or delay in providing its File of information to Experian in accordance with the provisions of this Agreement.

#### 5. **Undertakings by the Company:**

- (i) By joining CAIS, each Member undertakes both with Experian and with each other Member of CAIS that:
  - (a) it shall at all times comply strictly with any and all directions given by Experian whether as to the detail of information to be contained in that Company's File, the classifications to be used therein, the format in which such information is to be presented or otherwise as Experian shall consider necessary or desirable for the efficient administration of CAIS and/or the protection of Companies' Files.
  - (b) it shall procure that its File contains all information required by Experian in accordance with the CAIS layout file and the terms of this Agreement and that such information is true, accurate and complete in all respects and that all classifications applied thereto are correctly applied.
  - (c) it shall procure that its officers, servants and agents shall keep any information supplied to it or them under CAIS in strictest confidence (and such information shall only be supplied by the Company to its officers, servants and agents as is necessary for the proper exercise of the Company's rights hereunder) and that (subject to the requirements of statute or a Court of competent jurisdiction) none of such information is disclosed or otherwise made available to any third party including for the avoidance of doubt the subject of the information.
  - (d) the information derived by it from the CAIS Database will be used only for those purposes specified in Clause 4.1 and for any other purpose which has been agreed between Experian and the Company and in particular (where the purpose is for the assessment of creditworthiness) in relation only to applications for the Credit Products.
  - (e) The information provided to Experian has been or will be validly sourced in compliance with all Applicable Laws. All individuals whose personal data is contained in the Initial Data Load and the Update Data Load (collectively the "Data Load"), have given consent to the processing by Experian of such of their personal data as the Company supplies to Experian or to which Experian has access using its UK data processing facility which has been duly approved by the RBI and such other data processing facility as may be duly approved by the RBI and notified in writing to the Company.
  - (f) it is fully, validly and legally entitled to transmit/share the Data Load with Experian (including but not limited to taking, maintenance and renewal of any permits, approvals or licenses from individuals, concerned Government Authority, as maybe required) and there is no impediment, impairment or any other circumstance, whether in fact or under Applicable Law, which would prevent or otherwise adversely affect Experian's ability to (i) utilise the Data Load provided by the Company (ii) provide access to the CAIS; and/or create any liabilities upon Experian and/or the other Companies, whether third party or otherwise.
  - (ii) The Company further undertakes with Experian that it will indemnify Experian its officers, servants and agents and keep Experian its officers, servants and agents fully indemnified against all and any actions, claims, demands, damages, losses, costs and expenses brought or made against or suffered or incurred by Experian its officers, servants and agents as a result of that Company's failure to comply with its obligations under this Agreement.
  - (iii) The Company acknowledges that the veracity, accuracy and completeness of the information contained in the Data Load (whether procured from the Companies, third parties, or otherwise) and hosted in the CAIS Database is not the responsibility of Experian and Experian is not required to verify the same and any losses or claims suffered by another Company will be to the account of the Company and such Company who has suffered loss shall not be entitled to terminate this Agreement for breach.

#### 6. **Undertakings by Experian:**

- 6.1 Experian undertakes with each Member that it shall arrange for its employees to sign a suitable declaration of fidelity and secrecy and shall procure that its officers, employees, servants and agents shall keep such

Company's File in strictest confidence and that neither the File nor any part thereof will, without the consent of such Company, be used by Experian otherwise than for the purposes of CAIS or be disclosed to any person other than a Company of CAIS save when such use/disclosure is required by Applicable Law or is information that is in or enters the public domain other than by breach of the obligations contained herein.

6.2 Experian hereby indicates that all Companies providing Data Load have and/or will have made similar representations and provided and/or will provide similar warranties to Experian (and the other Companies) as are contained in this Agreement to Experian (and the other Companies) including but not limited to the warranties provided in Clause 5. The Company acknowledges that Experian shall accept the Data Load in good faith. The Company further acknowledges and agrees that any claims against Experian and/or the Company arising out of the hosting and utilisation of such Data Load (other than arising out of a breach by Experian of its obligations in relation to hosting and/or utilisation of such Data Load) would not constitute a breach by Experian of this Agreement and the Company shall not be entitled to (a) terminate this Agreement for breach, and/or (b) seek to claim from Experian, any amounts including but not limited to any losses, whether or not arising out of any claims made against the Company and required to be discharged by them in this regard.

6.3 The Company shall:

provide Experian with any information or assistance which the parties have agreed the Company shall provide in order for Experian to perform its obligations under this Agreement, and shall use all to ensure that any such information provided to Experian is true, complete, and accurate and in the agreed format. If the Company discovers that such information is incorrect or inaccurate it will as soon as reasonably practicable after it becomes aware notify Experian of such errors and provide a correction as soon as reasonably practicable;

## **7. Data Protection:**

Experian and each Member undertake to observe the requirements of Applicable Law, including the Credit Information Companies Regulation Act, 2005 (the "Act") and all guidelines, directions, rules and regulations issued by the Reserve Bank of India ("RBI") from time to time insofar as such requirements are applicable to CAIS. Without prejudice to the generality of the foregoing Experian and each Member shall ensure that:

- (a) They are properly licensed under the Act.
- (b) The manner and purpose of collection of personal data shall be as prescribed under the rules and regulations framed under the Act.
- (c) All individuals whose personal data is included in its File have been notified that their data is being processed and have given consent to such processing and the sharing of such data with other Companies. The wording of such consent and associated notifications to be in the form approved by Applicable Law (and shall be copied to Experian if it so requests).
- (d) They only use data derived from the CAIS Database in accordance with the Act and the terms of their respective registrations under the Act.
- (e) They will comply with the rights of the individuals referred to in the CAIS Database as set out in the Act and the rules and regulations framed there under
- (f) Comply with such principles established by Experian and the Companies to regulate the sharing of data and promotion of its use for specified purposes (as may be amended from time to time).

And the Company shall if reasonably required by Experian provide Experian with proof of (a), (b) (c) and (f) above.

## **8. Variation:**

Experian shall be entitled, from time to time, by a reasonable period of written notice to the Company to vary the General Terms and Conditions and/or the Special Terms and Conditions in such manner as Experian shall reasonably consider necessary or desirable for the continued development of CAIS. Any such variation shall take effect either immediately (if necessary) or as from the date specified in such notice. In the event of any such variation, Company shall be entitled within 30 days of receiving written notice thereof to give written notice to Experian of termination of its Membership of CAIS and this Agreement such termination to take effect on the 30th day following the date of receipt of that notice by Experian or such later date as is specified therein.

## **9. Ownership of Files:**

- (i) Subject to sub-paragraph (ii) below each Member's File shall at all times remain the property of that Member and upon it ceasing to be a Member of CAIS, the File shall be removed from the CAIS Database as soon as is reasonably practicable and in any event within 30 days from the date of termination of this Agreement. Any magnetic tape or other media belonging to the Member and in the possession of Experian at the date of termination shall be returned to the Member within 30 days from the date of termination of this Agreement.
- (ii) Any File or part thereof which has been archived and is not available for the use of other Members shall be retained at Experian's discretion to enable Experian to comply with any relevant statutory obligations.

**10. Charges and Costs:**

Any costs incurred by any Member in performing its obligations as a Member will be borne and paid by that Member.

**11. Warranties and Liability:**

- (i) Save as expressly provided in this Agreement, Experian makes no representations or warranties (whether express or implied) in connection with CAIS and without prejudice to the generality of the foregoing, whilst Experian agrees to use all reasonable care and skill in the collection and collation of the data it otherwise gives no warranty or representation as to the accuracy of the data from time to time contained in the CAIS Database.
- (ii) For the avoidance of doubt Experian shall not be liable (whether in contract or in negligence or other tort or otherwise) for any indirect or consequential losses (including without limitation any loss of sales, loss of business, loss of profits or increase in or failure to reduce the level of bad debt) suffered by the Member arising out of or in connection with this Agreement.



**SCHEDULE II:**  
**SECTION 1: CONTRACT INFORMATION**

<b>SERVICES</b>	
<b>The access to the following products (as indicated below):</b>	
<b>Credit Reference Service</b> <i>Access to the computerised database maintained by ECICI for the purposes of providing its Companies with consumer credit reference bureau services.</i>	<input checked="" type="checkbox"/>
<b>Experian Customer Management Suite</b> <i>Products for customer life cycle management to review and monitor existing portfolios to minimise risk and maximise revenue.</i>	<input checked="" type="checkbox"/>
<b>Credit Bureau Scores</b> <i>Bureau scores for customer acquisition and customer management.</i>	<input checked="" type="checkbox"/>

<b>TIMING AND DATES</b>	
<b>Commencement Date:</b>	

**Section: 2 - FEES**

<b>FEES</b> (all fees exclusive of Service Tax)	
Membership Fee: ₹ 10,000/-	
Annual Fee: ₹ 5,000/-	
Transaction Fees:	
<ul style="list-style-type: none"> <li>• Fees are payable monthly in arrears</li> <li>• The unit fee applicable is determined by the monthly volume of enquiries undertaken in any given month</li> </ul>	

**Consumer Credit Information Report**

Monthly Volumes	Price per Report (INR)
Up to 1000	28.00
Up to 5000	22.00
Up to 10,000	20.00
Up to 30,000	17.00
Up to 50,000	14.50
Up to 75,000	12.00
Up to 1,00,000	9.50
Above 1,00,000	8.00

For example, if a Company draws 40,000 reports in a month, the fee payable would be INR 14.5 x 40,000 = INR 5,80,000

- **All prices are on a 'no-hit no-fee' basis.**
- **No charge will be levied in the event the search does not return any data.**  
 Enquiries 'with score' and 'without score' will both contribute to the total monthly volume of CIR reports, used to calculate the appropriate slab for invoicing purposes

**Delphi for New Business Score**

Monthly Volumes	Price per score (INR)
Up to 1000	15.40

Up to 5000	12.10
Up to 10,000	11.00
Up to 30,000	9.35
Up to 50,000	8.00
Up to 75,000	6.60
Up to 1,00,000	5.20
Above 1,00,000	4.40

A Delphi for New Business score fee is payable for all CIR's 'with score'.

The fee for the Delphi for New Business score is payable in addition to the price of the CIR

For example, if a Company draws 40,000 CIR's 'with score' in a month, the fee payable would be INR 8 x 40,000 = INR 3,20,000, plus INR 14.5 x 40,000 = INR 5,80,000. Total fee of INR 9,00,000

#### **CIR +**

CIR+ is a product which is an addition to the regular Credit Information Report that provides a detailed credit profile on an individual, giving an objective picture of how the financial obligations are handled by the individual. With CIR+, in addition to the unique enhanced information in Experian CIR, we but provide advanced credit history of the applicant. For every credit account that a consumer has, details for the previous history up to 6 months are provided on the following:

- Current Balance
- Amount Overdue
- Credit Limit
- Actual Payment

There will be additional 20% incremental charges to the CIR rack rate (slab wise) mentioned above.

#### **Commercial Credit Information Report**

Monthly Report Volumes	Price per Report (INR)
Upto 50	450
51- 200	425
201- 500	400
501- 1000	375
Above 1000	350

For example, if a Member draws 300 reports in a month, the fee payable would be INR 400 x 300 = INR 1,20,000

#### **Online Account Review**

Online Account Review is provided on real time basis, which provides the tradeline level information and score of a consumer to the Client to identify high risk customers. It is priced at 20% of the CIR Price.

- All prices are exclusive of applicable taxes.
- At all times ECICI shall have the right to amend or otherwise vary the above mentioned pricing terms with prior notice.

### **SECTION 3: FURTHER CONTRACTUAL PROVISIONS**

PERMITTED PURPOSE
The Company is permitted to use the products and services offered under this Agreement for the purposes specified under The Credit Information Companies (Regulations) Act, 2005 and for any other purpose which has been agreed between ECICI and the Company.

**COMPANY ACCOUNTS TEAM CONTACT INFORMATION**

Name (Name of the Billing Person Details):

Designation:

Phone number:

Email:

**END OF SCHEDULE**