

Terms and Conditions

These terms and conditions shall be applicable to the Services provided by the Referral Partner/s. Referral Partner hereby agrees and accepts the Terms and Conditions by affixing his/her signature in the Application Form and accepts that the Application Form together with the Terms and Conditions constitutes the binding agreement between the Referral Partner and ICICI HFC in connection with the Services.

1. Definitions:

For the purpose of the Terms and Conditions, unless there is anything repugnant to the subject or context thereof, the expression listed below shall have the following meaning:

- a. "Leads or Potential Customers" shall mean customers who are interested in ICICI HFC Products (hereinafter defined) and have expressly expressed their intention to the Referral Partner/s for being contacted by ICICI HFC for the purpose of availing any of the HFC Products;
- b. "ICICI HFC Products" shall mean financial assistance for the purchase of mortgage loans to the Potential Customers or Leads offered by ICICI HFC.
- c. "Referral Partner/s" shall mean and include any individual or any entity as mentioned in the application form and as appointed by ICICI HFC for performing the Services as laid down below.
- d. "Services" shall have the meaning defined in Paragraph 4 below.

2. Appointment

Referral Partner has been for appointment by ICICI HFC for providing/performing the Services subject to the terms and conditions set out herein.

3. General

- a. Referral Partner/s hereby agrees and accepts the terms and conditions by affixing his/her signature in the Application form and accepts that the Application Form together with the terms and conditions constitutes the binding agreement between the Referral Partner/s and ICICI HFC in connection with the Services.
- b. Referral Partner/s is responsible for the accuracy of all the information provided at the time of appointment and shall keep ICICI HFC updated on communication address, contact number and such other details as required to the satisfaction of ICICI HFC.
- c. ICICI HFC shall at its sole discretion accept/ reject the application of the Referral Partner/s.

4. Referral Partner/s

- a. Subject to these terms and conditions, Referral Partner/s shall from time to time provide the Service of referring potential customers or leads ("Potential Customers or Leads") to ICICI Home Finance Company Limited ("ICICI HFC") who are interested in ICICI HFC.
- b. While providing the Services (as referred to in point (a) above), Referral Partner/s shall:
 - i. Identifying a Potential Customer who is interested/desires to avail mortgage loan offered by ICICI HFC or any other loans offered and recommended by ICICI HFC.
 - ii. Procuring detailed requirements of the Potential Customers like Name, Contact details, requirement of the customer etc. or any other information required by ICICI HFC.
 - iii. After procuring all the details of the Potential Customer, handing over the details of the Potential Customer to the sales manager of ICICI HFC
 - iv. The Referral Partner shall also provide such other services as may be agreed to by the Referral Partner and ICICI HFC upon such terms and conditions and charges as may be stipulated by ICICI HFC in writing.

c. ICICI HFC, in its sole discretion, shall have the option to enter into, or decline to enter into an agreement with any Potential Customer.

d. If (a) such Potential Customer has (i) not previously entered into an agreement with ICICI HFC; (ii) not previously been referred or introduced to ICICI HFC in writing by any other person; and (iii) not previously been documented as a Customer (as defined below); and (b) ICICI HFC enters into an agreement with any such Potential Customer, upon such terms and conditions acceptable solely to ICICI HFC and of such Potential Customer being referred to ICICI HFC by Referral Partner/s, such Potential Customer shall be considered a "Customer" and ICICI HFC shall pay a fee to Referral Partner/s as set forth.

e. In the event a Referral Partner/s of a Potential Customer is disputed among one or more Referral Partner/s, Referral Partner/s or other persons, ICICI HFC at its sole discretion shall determine which party, based solely upon who first provided information of such Potential Customer and is entitled to a fee if any, with respect to such Potential Customer.

5. Payment of Referral Fee

- a. Referral Partner/s shall generate and provide Leads for ICICI HFC products in consideration of the payment of sourcing fee as mutually agreed between both the parties. ICICI HFC agrees that the Referral Partner/s shall be entitled to sourcing fees only in the event the Potential Customers are directly forwarded to ICICI HFC and such Potential Customers have availed loan from ICICI HFC.
- b. All payouts shall inclusive of taxes and shall be subject to applicable tax laws.

6. Representations, Warranties and Covenants

Referral Partner/s hereby represents, warranties and covenants as follows:

- a. Referral Partner/s hereby represents that, they shall solely be responsible for proper performance of the Services provided by them and its employee's.
- b. Referral Partner/s shall not violate any proprietary rights of ICICI HFC and/or any third party.
- c. Referral Partner/s or any of its representatives shall not display the logo of ICICI HFC on his visiting card or any other place without the prior written consent of ICICI HFC.
- d. The Referral Partner/s shall not at any time release any advertisements either in newspapers, magazines, booklets, pamphlets etc. or any other manner by using the name of ICICI HFC or its trademark or logo or label without prior written consent of ICICI HFC.
- e. Referral Partners shall not take any activity contrary to the interest of ICICI HFC in any manner.
- f. Referral Partners hereby declares that there are no criminal proceedings pending against them.
- g. Referral Partner/s shall comply with and abide by all labor enactment, rules, authorizations and other applicable laws.
- h. Referral Partner/s shall keep complete records of all operations, expenses incurred etc. in connection with the Services provided.
- i. In the event ICICI HFC is required to pay any supervisory or other fee or penalty imposed or levied by any authority in connection with the Services, the Referral Partner/s agrees to reimburse the same to ICICI HFC.
- j. Referral Partner/s shall not subcontract any of its responsibilities contained herein to any sub-agent or sub-contractor without prior written permission of ICICI HFC.
- k. Except to the extent disclosed to ICICI HFC in writing- no litigation, arbitration, administrative or other proceedings by government, government authority, official or entity are pending or threatened against the Referral Partner/s or its assets.
- l. Referral Partner/s has not taken any action/ other steps/ legal proceedings started by or against it any court of law/ other authorities for its insolvency, bankruptcy, winding up, dissolution or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of Referral Partner/s.
- m. Referral Partner/s shall comply with the applicable laws in relation to the 'do not call registry'.
- n. Referral Partner/s shall not conduct its business which is inconsistent with the overall strategic goals as indicated by ICICI HFC in relation to the Services.

- o. ICICI HFC shall have a paramount charge, lien and right of set off on all monies payable, to the Referral Partner/s or standing credit of the Referral Partner/s or any of the affiliates of ICICI HFC against all or any sums which the Referral Partner/s is liable to pay under this arrangement entered into between the Referral Partner/s and ICICI HFC.

7. Termination

- a. ICICI HFC shall at its discretion terminate the Services of the Referral Partner with immediate effect, with prior (30 days) notice and without assigning any reasons whatsoever.
- b. Notwithstanding anything herein contained, ICICI HFC may without any notice, terminate the agreement under any one or more of the following conditions:
 - i. In the event of default, breach or deficiency by the Referral Partner/s and/or any other relevant person (excluding ICICI HFC) in the performance of any of the Services;
 - ii. Breach of any representation, warranty, declaration, or covenant has occurred;
 - iii. Referral Partner/s and/or any of its personnel commits a fraud or cheats ICICI HFC and/or the potential customers of ICICI HFC in relation to the Services.
 - iv. In the event the provision of the Services is/are in contravention of any law and regulations, as may be applicable from time to time, or industry practice, or performs acts or omission that would under the circumstances amount to objectionable service;
 - v. If the Referral Partner/s and/or any other relevant person does not meet, or fails to meet any of ICICI HFC's criterion for engaging the Referral Partner/s;
 - vi. The Referral Partner/s has, or there is a reasonable apprehension that the Referral Partner/s has become bankrupt or insolvent or the subject of proceedings under any bankruptcy or insolvency law, or is dissolved, or if the Referral Partner/s has taken or suffered to be taken any action for its reorganization, liquidation or dissolution or insolvency or bankruptcy or if a receiver or liquidator has been appointed or allowed to be appointed of all or any part of the assets of the Referral Partner/s or if an attachment or distraint has been levied on the Referral Partner/s's assets or any part thereof or certificate proceedings have been taken or commenced for recovery of any dues from the Referral Partner/s or if one or more judgements or decrees have been rendered or entered against the Referral Partner/s and such judgements or decrees are not vacated, discharged or stayed for a period of 30 days, and such judgements or decrees involve in the aggregate, a liability which could have a Material Adverse Effect.
 - vii. It is or becomes unlawful for the Referral Partner/s or any person including ICICI HFC to perform any of their respective obligations under this agreement.
- c. The provisions of this clause shall not limit or restrict nor shall they preclude ICICI HFC from pursuing such further and other legal actions, against the Referral Partner/s for any breach or non-compliance of the terms of this Agreement. All costs, charges and expenses incurred / paid by ICICI HFC and/or the potential customers of ICICI HFC on account of default by the Referral Partner/s shall be reimbursed by the Referral Partner/s to ICICI HFC.
- d. In the event of termination of this Agreement, ICICI HFC shall be entitled to publicize such termination so as to ensure that its customers and/or potential customers do not continue to entertain the Referral Partner/s. ICICI HFC shall also be entitled to share the details of the Referral Partner/s with Indian Banks Association, NHB/RBI or any other person as may be required by applicable laws.
- e. Termination of this Agreement shall not however affect any liabilities incurred by the Referral Partner/s prior to the termination of the Referral Partner/s Agreement.

8. Relationship and Non- Exclusivity

- a. Referral Partner/s and its employees, agents and representatives shall perform all Services hereunder as an independent service provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of Principal and Agent or master and servant or, employer and employee between the Referral Partner and ICICI HFC.
- b. Referral Partner/s and its employees, agents, personnel have no authority / right to bind ICICI HFC in any manner.

- c. Referral Partner/s shall not enter into any agreement with any contractor or sub-contractor in connection with the Services required to be provided by you under this arrangement without the prior written consent of ICICI HFC.

9. Confidentiality

- a. All tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of ICICI HFC relating to its business practices in connection with the performance of Services under this arrangement or otherwise, is deemed by ICICI HFC and shall be considered to be confidential and proprietary information of ICICI HFC ("Confidential Information").
- b. Referral Partner/s shall ensure that Confidential Information is not used or permitted to be used in any manner without any authorization by ICICI HFC. The Confidential Information will be safeguarded and the Referral Partner/s will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- c. Referral Partner/s shall ensure that all individuals assigned by you to provide Services under this arrangement, shall be made aware of the confidential nature of all such confidential information. You shall not be absolved from any liability that may arise as a consequence of breach of confidentiality either by you or any of your employee/s, individual/s, agent/s or representative/s. In case of termination of the Services, such Confidential Information shall be duly returned by the Referral Partner/s to ICICI HFC.

10. Indemnification

Referral Partner/s shall indemnify, defend and hold ICICI HFC (and all officers, directors, employees, Referral Partner/s, and affiliates thereof) harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities costs and expenses (including without limitation interest, penalties, and attorney's fees and disbursements) which may at any time be suffered or incurred by, or be assessed against, any and all of them, directly or indirectly, on account of or in connection with: (i) such default under any provision herein, breach of any representation or warranty herein, or failure in any way to perform obligation hereunder; or (ii) negligent acts or omissions or the willful misconduct of such party or its employees, Referral Partner/s, contractors or invitees (iii) breach or leakage of any Confidential Information.

11. Limitation of Liability

Notwithstanding anything contained herein or in any other document:

- a. Under no circumstances shall ICICI HFC be liable to the Referral Partner/s or its employees for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Services.
- b. ICICI HFC shall not have the liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Referral Partner/s or its personnel or any other person engaged by the Referral Partner/s.

12. Governing Laws and Dispute Resolution

These terms and conditions shall be governed by and construed in accordance with applicable Indian laws and the Referral Partner/s agrees to submit to the exclusive jurisdiction of the courts of Mumbai.

13. Miscellaneous

a. Notice

All notices given and requests made hereunder must be sent in writing and must be delivered or sent either by nationally recognized overnight courier, return receipt requested, postage prepaid. All notices to either ICICI HFC or the Referral Partner/s shall be delivered to their respective addresses as listed. ICICI HFC or the Referral Partner/s may change their address by notice delivered to the Referral Partner/s and ICICI HFC respectively.

b. Successor and Assigns

Except as otherwise expressly provided, the obligations under the application form, terms and conditions and any other document shall be binding and benefit the successors and assigns of the parties hereto. Referral Partner/s shall not assign their rights and obligations without the prior written consent of ICICI HFC.

c. The Terms and Conditions may be varied, amended or modified, in whole or in part, by ICICI HFC at any time without notice. The last amended version shall be available on www.icicifc.com at all times.

I/We have read, understood and received the Terms and Conditions and unequivocally accept the same.

Signature of Referral Partner
